

ARLINGTON PUBLIC SCHOOLS

In accordance with the provisions of the Massachusetts General laws, Chapter 30A, Section 20, notice is hereby given for the following meeting of the:

***Arlington School Committee
Standing Subcommittee: Superintendent Search Process Committee
Monday, October 28, 2019
5:00 PM***

*Arlington High School
School Committee Room
869 Mass Avenue, 6th Floor
Arlington, MA*

Open Meeting

Examination of sample RFPs from other districts

Discussion: Expectations of potential superintendent search consultant

Future Agenda items

Adjournment

The listings of matters are those reasonably anticipated by the Chair, which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Stated times and time amounts, listed in parenthesis, are the estimated amount of time for that particular agenda item. Actual times may be shorter or longer depending on the time needed to fully explore the topic.

Submitted by Paul Schchlichtman, Chair



Town of Arlington, Massachusetts

Meeting Location

Summary:

Arlington High School
School Committee Room
869 Mass Avenue, 6th Floor
Arlington, MA



Town of Arlington, Massachusetts

Open Meeting



Town of Arlington, Massachusetts

Examination of sample RFPs from other districts

ATTACHMENTS:

Type	File Name	Description
▣ Reference Material	RFQ_18121499_Superintendent_Search_Firm_Edited12122017.docx	RFQ Supt Search Firm
▣ Reference Material	RFP_Advertisement_Consultant_Superintendent_recruiting.pdf	RFP Adv Consultant Supt recruiting
▣ Reference Material	Canton_RFP_Submission.doc	Canton RFP submissiona
▣ Reference Material	RFP_2005.doc	RFP 2005
▣ Reference Material	Billerica_Superintendent_Search_RFP.pdf	Billeriica Supt Search RFP
▣ Reference Material	Search_Process_(1).pdf	Search Process document Phase 1-5

Request for Proposals
CITY OF NEW BEDFORD
New Bedford School Committee

School Superintendent Search Firm
New Bedford, Massachusetts

#18121499



Date: December 18, 2017

Jonathan F. Mitchell
Mayor

Mayor's Office, Room 311
133 William Street, Room
New Bedford, MA 02740



CITY OF NEW BEDFORD

MASSACHUSETTS

Advertisement

REQUEST FOR PROPOSALS # 18121499

The City of New Bedford, Purchasing Department, in conjunction with the Mayor's Office and the New Bedford School Committee is soliciting Request for Proposals for **firms to provide services in recruiting, identifying, and selecting a qualified Superintendent for the New Bedford Public Schools.**

Sealed proposals will be received by the Purchasing Department, **in the office of the Purchasing Agent, Room 208, City Hall, 133 William Street, New Bedford, Massachusetts, 02740**, during business hours.

Proposals are due

January 9, 2018

11:00 A.M. Prevailing Time

Contract Documents, including the Information for Respondents, Form for Bid, Form of Contract, Specifications, and other Contract Documents, may be obtained by emailing purchasing@newbedford-ma.gov on or after Monday December 18, 2017@ 9:00 AM, Monday thru Friday – 8:30 AM – 4:00 PM.

Attention is called to the fact that supplies furnished as part of this Contract are exempt from the Sales and Use Tax. All responses submitted should take this factor into consideration, and be calculated accordingly.

The contract will be awarded within thirty (30) days after the response opening. The time for award may be extended by mutual agreement between the City and the awarded vendor.

No Vendor may withdraw his/her response for a period of thirty (30) days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening thereof.

The Vendor **must** furnish a Non-Collusion Form and Statement of Taxes, with their response.

Responses **must** include **ALL DOCUMENTS** required by the Request for Proposal. The Awarding Authority reserves the right to waive any informality, reject any or all responses, or accept other than the lowest proposed rates.

AWARDING AUTHORITY
CITY OF NEW BEDFORD
PURCHASING DEPARTMENT



City of New Bedford, Massachusetts
REQUEST FOR PROPOSALS # 18171491
GENERAL CONDITIONS AND NOTICE TO RESPONDENTS

Recruiting, Identifying, and Selecting a Qualified Superintendent for the New Bedford Public Schools

1. Sealed responses for the provision of the above services will be received in the Purchasing Department, Room 208, 133 William Street, New Bedford, MA, until **Tuesday, January 9, 2018, at 11:00 A.M.**, at which time all responses received will be recorded in the presence of such respondents as desire to be in attendance. No responses will be accepted after the time and date specified. This is not a public opening.
2. There will be no scheduled responders' conference; however, all questions must be submitted electronically to susan.bruce@newbedford-ma.gov no later than **11:00 am Friday, December 22, 2017.** Answers will be provided by email to all respondents on record as requesting the RFQ.
3. The respondent must submit their Technical Response and Fee Schedule Response in separate sealed envelopes bearing on the outside the name and address of the Respondent, addressed to the Purchasing Agent, City Hall, New Bedford, MA 02740. The Technical Response must be properly filled out, signed, sealed and endorsed: **"Response # 181121499 – School Superintendent Search Firm Technical Response"**. The Fee Schedule Response must be properly filled out, signed, sealed and endorsed: **"Response # 181121499 – School Superintendent Search Firm Fee Schedule Response"**.

Telephone responses and faxed replies will not be accepted. No responsibility shall be attached to any person or persons for the premature openings of responses not properly marked.

4. Responses that are incomplete, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected as informal by the Procurement Officer.
5. The Respondent will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts and of the City of New Bedford.
6. All submitted responses and associated fee schedules must be guaranteed to the City of New Bedford for a period of thirty (30) days from the date of the response opening. If a contract is to be awarded as a result of this RFQ, it will be awarded within the thirty (30) day time period.
7. As provided by Massachusetts General Law, Chapter 64H, §6(d), purchases made by the City of New Bedford are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax; any such taxes must not be included in the quoted Fee Schedule.
8. The City reserves the right to reject any and all responses, and to make awards in a manner deemed in the best interest of the City.
9. The Respondent will not be permitted to either assign or underlet the contract nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Purchasing Agent.

10. All response Fee Schedules stated must be firm.
11. When submitting a response, the Respondent shall submit five (5) signed copies of the technical response and one (1) copy of the Fee Schedule response. If the City accepts said response, it shall constitute part of the contract.
12. Before submitting a response, each Respondent must make a careful study of the specifications contained in this Request for Proposal document and fully assure themselves as to the quality, quantity and type of services that the City is seeking to have performed.
13. The response for this work must cover all contingencies, including all labor and materials, transportation, etc., necessary for the purchase and delivery/execution of the services required by the City of New Bedford.
14. The Respondent who is selected to provide services will be required to indemnify the City for all damage to life and property that may occur due to their negligence or that of their employees, subcontractors, etc., during the period of this contract.
15. The contract agreement will be in the form customarily employed by the City and is attached hereto.
16. The specifications as detailed under part entitled TECHNICAL RESPONSE shall constitute a part of the contract of purchase, as well as all conditions listed on these first 2 pages. A copy of the successful response will be incorporated herein and made a part of this contract.

TECHNICAL RESPONSE QUALIFICATIONS

The City of New Bedford, acting through the New Bedford School Committee is seeking proposals from qualified persons, individuals, firms, corporations, joint ventures and others to provide services in recruiting, identifying, and selecting a qualified Superintendent for the New Bedford Public Schools

One contract will be awarded to the one responsive and responsible Respondent whom the City determines offers the most advantageous qualifications, taking into consideration all evaluation criteria set forth in the RFP, as well as Fee Schedule. The contract that is awarded as a result of this Request for Proposals will be effective upon completed execution of a contract signed by both the successful Respondent and the appropriate City officials. The contract will be for a period of three months, commencing upon award of the contract and anticipated to end in May 2018.

SCOPE OF SERVICES

1. BACKGROUND INFORMATION

The New Bedford School Committee seeks a school superintendent who is committed to educating all children and has demonstrated management skills to guide an urban school district in the Southcoast of Massachusetts.

The School Committee is seeking a qualified search firm to assist in the recruitment,

2. SELECTION PROCESS

An evaluation committee has been established by the Mayor and approved by the School Committee. The evaluation committee ("Committee") will evaluate the non-price proposals.

The CPO will screen all non-price proposals to ensure that all required submittals are included and that the proposal meets the Minimum Evaluation Criteria set forth below. For proposals that are deemed to be complete and to have met the Minimum Evaluation Criteria, the Committee shall assign a rating of highly advantageous, advantageous, not advantageous or unacceptable for each of the Comparative Evaluation Criteria set forth below and state in writing the reasons for each such rating. Any proposal that receives an "unacceptable" rating under any of the individual Comparative Evaluation Criteria may be rejected.

Thereafter, the Committee will assign an overall composite rating of highly advantageous, advantageous, not advantageous or unacceptable to each non-price proposal and state in writing the reasons for each such rating. Top-rated proposers may be asked to deliver an oral presentation before the Committee and answer questions regarding their respective proposals. If the Committee decides to question any proposer, it must ask the same question(s) of all proposers giving an oral presentation. Any such presentation will be subject to evaluation under Comparative Evaluation Criteria.

After the Committee has rated all of the responsive and responsible proposals according to the non-price proposals, they will forward their ranking sheets and recommendation to the City's CPO. The CPO shall open and review the price proposal for each of the rated proposals. Taking into consideration the non-price proposal criteria and the price proposals the CPO will determine which proposal is most advantageous to the City and award the contract to the selected proposer. The CPO may condition the award on successful negotiation of any revisions specified in the Committee's evaluations. If other than the lowest priced proposal is selected, the CPO shall explain in writing why the added benefits of the selected proposal justify the higher price.

3. SCOPE OF SERVICES

Proposals shall include of Plan of Services that encompass the following scope of services required under the contract. Pursuant to M.G.L. Ch. 30B, § 6(g), the CPO may condition award of the contract and the final contract price on successful negotiation of revisions to the plan of services noted by the evaluation committee in its evaluation of a proposal.

Preparation Phase

- Assist the School Committee and search committee in developing search plan and timeline.
- Assist the School Committee and search committee in determining leadership qualities sought by the community as a whole by hosting a public forum with relevant entities and individuals, including, but not limited to, School Committee, search committee, school administrators, teachers, parents/families, and members of the community.
- Assist the School Committee and search committee in developing objective selection criteria and measurement tools.
- Compile salary and benefit data.
- Prepare publicity materials and advertising plan. Advertise vacancy in appropriate venues.
- Prepare a customized superintendent application.

Recruitment and Search Committee Interview Phase

- Identify and actively recruit prospective candidates.
- Receive, review, and process all applications. Build candidate files.
- Support the Search Committee in its selection of candidates to be interviewed.
- Prepare and arrange interviews for selected candidates with the Search Committee. Assist in preparation of interview process and questions.
- Conduct extensive reference and background checks on finalists presented to the School Committee.

School Committee Selection Phase

- Prepare and arrange interviews for finalists with the School Committee. Assist in the preparation of interview process and questions.
- Prepare and coordinate site visits to finalists' communities for School Committee.
- At the request of the School Committee, assist in negotiating the terms of the employment contract.
- Assist the School Committee with announcement of the school superintendent selection.
- Notify all applicants of the School Committee's final decision.
- Prepare all correspondence and applications for archival storage in compliance with federal, state, and local laws regarding records retention and privacy.
- State the terms under which the search firm would conduct a new search if the selected superintendent leaves New Bedford Schools for any reason within one year of appointment.

Minimum Evaluation Criteria

The Committee will consider a proposal as being responsive and responsible if it meets the following Minimum Evaluation Criteria:

Proposals must follow the format and content required by the RFP. The name of the proposer must

appear on the cover of each proposal.

Certificate of Non-Collusion: Proposals must include an executed Certificate of Non-Collusion.

Certificate of Tax Compliance: Proposals must include an executed Certificate of Tax Compliance.

If the proposal is submitted by a corporation, the proposal must include an executed Vote of Corporation Authorizing Execution of Corporate Agreements.

Proposals must include a statement of the Consultant's overall experience, staffing and number of years in business.

Proposals must include resumes and qualifications of all key staff that will provide directly support the Project.

Proposals must include references.

Proposals must include a proposed Plan of Services addressing the requirements of the Scope of Services, above.

Technical Proposals

Technical proposals shall be submitted in the following format and include the following information:

1. Experience of the search firm to include the following:

- Provide a short narrative of the search firm and staff's demonstrated ability.
- Provide current workload of the search firm and personnel to be assigned to the project. Include a statement of availability of project manager during the engagement.
- Provide a list of all placements by employer, position title and location made by search firm within the last 5 years (unless otherwise restricted by confidentiality agreement or applicable law).

2. Qualifications of key staff:

- Provide resumes/qualifications of the individuals to be assigned to the project.
- Include a statement of duties expected to be performed by each individual.

3. Comprehension of Scope of Work:

- Provide a summary of the Firm's understanding of the work to be performed by task. Include the steps expected to be performed to complete each task. Explain the firm's recruitment plan in detail, including the extent to which the firm will recruit new candidates and/or draw from candidates in a pre-existing pool.

- Provide a timeline of the work expected to be performed by task, with approximated dates to be performed.
4. **A list of no less than eight (8) references with contact information.** Provide a minimum of two (2) public sector organizations of similar size to New Bedford, Massachusetts for which the firm has conducted similar services in the past five years. Include contact name, title, telephone number, dollar value of contract, and brief description of services.
 5. The Fee Schedule Response must be properly filled out, signed, sealed and endorsed: **“Response # 181121499 – School Superintendent Search Firm Fee Schedule Response”**. Price shall be a firm fixed price.

COMPARATIVE EVALUATION CRITERIA:

An Evaluation Committee was selected by the Mayor and approved by the School Committee and will be responsible for evaluating prospective bidders based on the criteria as listed below:

Ratings will be as follows:

HA = Highly Advantageous, A = Advantageous, NA = Not Advantageous, U = Unacceptable

The Committee will use the following criteria to evaluate the non-price proposals

1. Quality of Proposal

HA: The bidder’s proposal demonstrates superior experience in providing services related to the School Committees requirements. The proposal demonstrates a wide depth of experience with similar project (5 or more) and prior experience with public and private entities.

A: The bidder’s proposal demonstrates solid experience in providing services related to the School Committees requirements. The project proposal demonstrates an acceptable depth of experience with similar project (2 – 4), and prior experience with public and private entities.

NA: The proposal has limited experience in providing services related to School Committee’s requirements or with similar projects (less than 2) and prior experience with public or private sectors.

U: The proposal has no experience in providing services related to School Committee’s requirements with similar projects both public and private.

2. Qualifications of Proposer

HA: The bidder's proposal demonstrates that it has excellent training, educational background, and work experience appropriate to the project described herein, and all key project personnel demonstrate professional experience.

A: The bidders' proposal demonstrates that it has adequate training, educational background and work experience appropriate to the project described herein, and all key project personnel demonstrate professional experience.

NA: The proposer's resume (s) do not demonstrate that proposer has adequate training, educational background and work experience appropriate to the project described herein.

U: The bidders proposal does not demonstrate that the proposer has adequate training, educational background or work experience appropriate to the project described herein.

3. Overall Quality of Client References

HA: All references contacted spoke favorable of the work performed by the proposer and would use them again for a similar project without hesitation.

A: The great majority of references spoke favorably of the work performed by the proposer and would use them again for a similar project without hesitation

NA: One reference stated that there had been significant difficulties with the proposer's ability to deliver the contracted services and deliverables

U: References were not provided.

4. Completeness and Quality of Proposal

HA: Response is complete, concise, informative, and highly detailed. Proposal reflects that proposer is able to perform in a superior manner acceptable to the School Committee. Evaluation team is completely convinced about the proposer's ability to provide the level of services as required by the School Committee. Proposal demonstrates excellent communication and documentation skills.

A: Response is complete, informative, and meets criteria for responsiveness. Evaluation team finds proposal reflects that proposer is able to perform in an adequate manner acceptable to the School Committee. Proposal demonstrates a good level of communication and documentation skills.

NA: Response lacks a comprehensive approach, but meets criteria for responsiveness. Evaluation team finds proposal reflects that proposer may be able to perform in a manner acceptable to the School Committee. Communication and documentation skill appear only adequate.

U: Response is not clear and concise.

Miscellaneous

Interviews

The City of New Bedford reserves the right to require proposers to participate in one or more interviews with evaluation committee. Proposers must be prepared to discuss the salient points of their proposal within two (2) normal working days of being asked to participate in interviews. There are to be no presentations, individually or collectively, without such invitation.

Award of Contract

The award of the contract shall be made by the CPO based on the evaluations and recommendation of the selection committee and price.

Contact

Proposers are not to contact any employee or representative of the City, School Committee, or School Department until such time that an award is made. Any and all inquiries and/or clarifications must be made to the Purchasing Department by mail, fax (508-991-6148) or email (susan.bruce@newbedford-ma.gov) no later than Friday, December 22, 2017 by 11:00 am.

Insurance

Proposers shall agree to carry the following insurance, with the City clearly designated as additional insured, during the term of this Agreement. Prior to execution of the Agreement, Proposers shall provide proof of the following coverage:

- Workers Compensation and Employer's Liability Insurance in compliance with statutory limits;
- Liability Insurance with \$1,000,000 General Liability Coverage
- Certificate of Errors and Omissions Insurance will also be required with \$1,000,000 minimum coverage
- Automobile Liability Insurance including non-owned and hired automobiles with combined single limit of \$1,000,000 per accident

Prior to execution of this Agreement, Proposers will furnish certificates of insurance evidencing the above coverage to the City for the City's review and approval.

GENERAL CONDITIONS

Applicable Law

This procurement will be conducted pursuant to Massachusetts General Law Chapter 30B.

Familiarity with Requirements

Respondents are to thoroughly familiarize themselves with the requirements of the Request for Qualifications. Ignorance of the requirements will not relieve the Respondent from any obligations or liabilities of any contract(s) issued as a result of this Request for Proposals.

Independent Party

Under this Request for Proposals, the successful Respondent declares itself to be at all times acting and performing as an independent party and nothing in this Request for Proposals or any subsequent contract(s) is intended to constitute a partnership or joint venture between the Respondent and the City of New Bedford.

Conflict of Interest

No officer or employee of the City of New Bedford shall participate in any decision relating to any contract which would affect their financial or personal interest or the interest of any corporation, partnership, sole proprietorship or association in which they are directly or indirectly interested.

Political Activity Prohibited

None of the services to be provided by any Respondent shall be used for any partisan political activity or to further the election of any candidate for public office.

Assignment by Contractor

The successful Respondent or contractor shall not assign in whole or in part or otherwise transfer any interest in any contract without the written consent of the City of New Bedford, provided however, that the present and prospective claims for money due owing to the Contractor from the City of New Bedford or any other Buyer may be assigned to a bank or trust company or to a financial institution insured by the Federal Deposit Insurance Corporation (FDIC) without such consent so long as notice of such assignment is promptly furnished to the City of New Bedford. Any complete or partial assignment of the contractor's or successful Respondent's interest in any such contract shall require the assignee at the City of New Bedford's discretion, to supply such further information as the City of New Bedford deems necessary to comply with the City of New Bedford's rules and regulations governing contracts for services. Any such assignment, in whole or in part, shall also be expressly made subject to all defenses, set-offs or counter claims which would have been made available to the City of New Bedford against the successful Respondent in the absence of such assignment.

Subcontracting

None of the services to be provided by the contractor pursuant to any contract shall be subcontracted or delegated in whole or in part to any organization, association, individual, corporation, partnership or any other such entity without the prior written approval of the City of New Bedford. All intended subcontracts shall be provisions, which are functionally identical to and consistent with the language of this Request for Proposals.

Choice of Law

Any contracts awarded as a result of this Request for Proposals shall be construed under the laws of the Commonwealth of Massachusetts. The successful Respondent and agents thereof agree to bring any federal or state legal proceedings arising from any such contract in which the City of New Bedford is a party in a court of competent jurisdiction, within the Commonwealth of Massachusetts. This section shall not be construed to limit any rights any party may have to intervene in any action in any court or wherever pending in which the other is a party.

Notices

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed delivered when sent via electronic mail (e-mail), given in person to either party or deposited in the U.S. Mail, postage prepaid and addressed to the persons indicated in any contract or as specified by any amendment hereto.

Severable Sections Do Not Affect Entire Contract

If any provision of the Request for Proposals or any subsequent contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under the provision. The remainder of the Request for Proposals and any subsequent contract shall remain in full force and effect and enforceable to the fullest extent provided by law.

Contract Performance

The failure of any party to insist in any one or more situations, upon performance of any of the terms or provisions of any part of this Request for Proposals or resulting contract shall not be considered as a waiver or relinquishment of the right of either party to future performance of any such term or provision, and are the rights and obligations of the parties to such future performance shall continue in full force and effect.

Liquidated Damages for Failure to Enter into a Contract

The successful Respondent, upon its failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within seven days after receipt of the Notice of Award of the Bid, shall forfeit to the City of New Bedford, as liquidated damages for such failure or refusal, the security deposited with its bid, provided that the amount forfeited shall not exceed the difference between its bid price and the bid price of the next lowest, responsive and responsible Respondent. In case of death, disability, bonafide clerical or mechanical error of a substantial nature or similar unforeseen circumstances affecting the Respondent, its bid deposit shall be returned.

Liquidated Damages for Failure to Perform Under the Terms of the Contract

Should the successful Respondent fail to commence or diligently perform according to the terms of the contract, the successful Respondent agrees to pay the City of New Bedford, as liquidated damages, Two Hundred Fifty Dollars (\$250.00) per calendar day that the successful Respondent fails to commence or diligently perform the work in accordance with the contract documents and/or is in violation of the contract. Liquidated damages assessed under this provision shall be deducted from any payment(s) due to the successful Respondent.

Funding & Fiscal Year Appropriation

Appropriations for expenditures by the City of New Bedford, and authorizations to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year for the City of New Bedford begins on July 1st and ends on June 30th of the following year. The obligations of the City of New Bedford under any contract resulting from this Request for Proposals for any subsequent fiscal year following the fiscal year in which the initial contract is awarded is subject to the appropriations to the City of New Bedford of funds sufficient to discharge its obligations, which accrue in such subsequent fiscal year, and to the authorization to spend such funds for the purposes of the Request for Proposals shall be terminated immediately without liability for damages, penalties or other charges arising from early termination. Expenditures for contracted services, which will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for the said fiscal year.

Termination Clause

The City, at its option and without cause, may terminate this contract upon thirty (30) days written notice to the firm.

Procurement Calendar

The City of New Bedford is soliciting bids that will result in a contract. The schedule of events for this solicitation, subject to amendment by the City of New Bedford is:

RFP Released:	Monday, December 18, 2017 at 9:00 am
Questions Due:	Friday, December 22, 2017 by 11:00 am
Questions Answered	Wednesday, December 27, 2017 by 3:00 pm
Proposals Due:	Tuesday, January 9, 2018 by 11:00 am
Interviews:	January 16 and 17, 2018

SUBMISSION REQUIREMENTS

Respondents must submit three (3) originals of the Technical Response with all required information included and one (1) original of the Fee Schedule Response. The Technical and Fee Schedule Responses must be submitted in separate sealed envelopes bearing on the outside the name and address of the Respondent, addressed to the Procurement Officer of the City of New Bedford.

The Technical envelope must be labeled:

“Response # 18121499 School Superintendent Search Firm Technical Response”

The Fee Schedule envelope must be labeled:

“Response #18121499 School Superintendent Search Firm Fee Schedule Response”

Complete proposal packages must be received by:

Tuesday, January 9, 2018 at no later than 11:00 am.

In the Office of the Purchasing Agent
Attn: Susan Bruce, Director of Purchasing
New Bedford City Hall
133 William Street, Room 208
New Bedford, MA 02740

SELECTION PROCESS

As a result of this RFP, the City of New Bedford intends to award the contract to one Firm from the responses received. All responses will be submitted to the Director of Purchasing. The department responsible for evaluation will review all responses, rate each of the Comparative Evaluation Criteria questions and assign a composite rating for each response. Background checks, requests for additional information, and interviews will be performed as needed. The evaluators will then submit a recommendation to the Director of Purchasing who will review the recommendation and, if in agreement with the recommendation, award the contract.

This Request for Proposals does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for any services of any kind.

In the evaluation of the responses, the City, at its discretion, may obtain technical support from outside sources. The Respondents, by virtue of their response submissions, agree to fully cooperate with the personnel of such outside sources in the evaluation of their respective response. Failure to cooperate may result in the rejection of your Proposal.

Signature of Authorized Agent

Company Name (Please Type)

Printed Name & Title

Date

To the City of New Bedford, herein called the Owner, acting through its New Bedford School Committee, for the procurement of **SCHOOL SUPERINTENDENT SEARCH FIRM** services as required by the City of New Bedford.

Respondents' attention is called to Chapter 268A of the Massachusetts General Laws. In connection with this statute, Respondent is required to submit the following information and any other information deemed necessary by the Respondent. All of the following information regarding the Respondent must be completed:

Please indicate business type by placing an X next to the appropriate category:

Corporation ☐

Partnership ☐

Proprietorship ☐

If a Corporation, Full Legal Name

State of Incorporation _____

If a Partnership, Full Legal Name

If a Proprietorship, Name of Owner or d/b/a

Principal Place of Business _____

Place of Business in Massachusetts _____

Business Mailing Address _____

Telephone Number: _____ Ext. _____

Qualified to do business in Massachusetts ☐ YES ☐ NO

Give full names and titles of all the persons and parties interested in the foregoing responses. (Note: give first and last names in full; in cases of corporations, give names of President, Treasurer and Manager; and in cases of partnerships give names of the individual partners.)

Name

Title

A foreign corporation is required to submit its certification of corporation from the Massachusetts State Secretary's Office, as required by Chapter 151 Section 156.d of the Massachusetts General Laws.



**CITY OF NEW BEDFORD
MASSACHUSETTS**

**VOTE OF CORPORATION AUTHORIZING
EXECUTION OF CORPORATE AGREEMENTS**

At a meeting of the Board of Directors of _____ duly called and held on _____, 20____ at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That _____, the _____ of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the corporation contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Responses, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and responses and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper. A true copy

ATTEST:

Name (printed)

Signature (Affix Corporate Seal)

Title

Date

MUST BE INCLUDED WITH TECHNICAL RESPONSE

**CITY OF NEW BEDFORD
MASSACHUSETTS**

NON-COLLUSION AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certified under penalties of perjury that this response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of individual submitting response

Name of business/organization

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes reporting of employees and contractor, and withholding and remitting child support.

Signature of person submitting response

Name of business

MUST BE INCLUDED WITH TECHNICAL RESPONSE

CONTRACTOR CERTIFICATION



As evidenced by the signature of the Contractor's Authorized signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of any City contract; that pursuant to federal and state requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Contractor Authorized Signature

Printed Name

Date

Title _____ Telephone: _____

Fax: _____ Email: _____

MUST BE INCLUDED WITH TECHNICAL RESPONSE

**BETWEEN
CITY OF NEW BEDFORD
133 WILLIAM STREET
NEW BEDFORD, MASSACHUSETTS
AND
(Consultant Name)
(Consultant Address)**

(date)

WHEREAS, the **CITY OF NEW BEDFORD, MASSACHUSETTS**, a municipal corporation, 133 William Street, New Bedford, Bristol County, Massachusetts 02740, hereinafter referred to as the “City,” acting by and through its _____, has need for the services of a (CONSULTANT) to

WHEREAS, _____ hereinafter referred to as (the “Consultant”) submitted a proposal to perform the Scope of Services described herein in Appendix “A” and undertake related duties and responsibilities required under this Agreement; and

WHEREAS, the Consultant’s proposal indicates that it is qualified by experience and training to perform said Scope of Services and undertake the duties and responsibilities required under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the City and Consultant hereby agree as follows:

This Agreement is comprised of Part I and Part II, and includes all appendices, attachments, submitted documents, addenda, technical proposal, the price proposal and all documented negotiations relevant to the proposal. Part I includes details of the services to be performed, schedule of the services, and compensation. Part II contains the Terms and Conditions of Agreement, which are the general terms of the engagement between the City and Consultant.

**PART I
SCOPE OF SERVICES**

The complete Scope of Services, Schedule, and Budget for performance of the Scope of Services are contained herein in Appendixes A, and B and C respectively. The Scope of Services, Schedule, and Budget may be modified by agreement of the City and Consultant, providing any such modification complies with applicable law. The

Consultant shall perform services by specific Task authorized by its proposal or on an as needed basis by Change Order or Work Order in accordance with this Agreement.

PART II TERMS AND CONDITIONS

The City's engagement of the Consultant is under the following terms and conditions that form an integral part of this Agreement:

1. **Scope:** The Scope of Services, Schedule, and Budget encompass the entire time of performance of the Agreement regardless of whether the term exceeds one (1) year.
2. **Prices; Term:** All prices contained in the Budget attached hereto as Appendix C shall remain the same throughout the term of the Agreement. The TERM OF THIS CONTRACT SHALL BE _____, beginning _____ and ending _____. This contract may be extended _____ times for additional term(s) of _____.
3. **Services Actual Amount:** The services required for the proposed contract are an actual amount.
4. **Appropriation; Termination:** The City may terminate this Agreement if funds are not appropriated to support continuation of performance beyond the first year.
5. **Payment Responsibility:** Payment to Consultant is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
6. **Commencement:** All schedules set forth in the Scope of Services commence upon the execution of this Agreement.
7. **Compensation:** The City will compensate Consultant for the satisfactory performance of the Tasks included in the Scope of Services as agreed upon in Appendix A. Compensation will be based on the proposed price to perform the respective Task. Total compensation for all services rendered by the Consultant under Phase I of this Agreement shall not exceed \$_____, unless authorized by a Change Order duly executed by Consultant and the City. Compensation for subsequent Phases will be determined after the details of each respective Phase have been priced and presented to the City by Consultant and, if accepted by the City, shall be subject to Change Order.
8. **Invoices:** Consultant shall submit a monthly invoice no later than the 15th day of each month for services rendered the previous calendar month. Invoices shall include an attached progress report clearly describing the monthly and cumulative progress for each Phase. Where applicable, invoices shall include a description of services provided, labor categories, and for each labor category the hourly rate(s) and number of hours billed. The City will compensate Consultant for each Phase, or percentage thereof, completed during the invoiced month. The City shall make all reasonable efforts to process payments within thirty (30) days from the date of receipt of each invoice. The City shall give prompt written notice of any disputed invoice amount and shall pay the amount not in dispute.
9. **Insurance:** Consultant agrees to carry the following insurance, with the City clearly designated as additional insured, during the term of this Agreement. Prior to execution of the Agreement, Consultant shall provide proof of the following coverage:
 - Workers Compensation and Employer's Liability Insurance in compliance with statutory limits;
 - Liability Insurance with \$1,000,000 General Liability Coverage
 - \$2,000,000 General Aggregate Liability coverage
 - Certificate of Errors and Omissions Insurance will also be required with \$1,000,000 minimum coverage
 - Automobile Liability Insurance including non-owned and hired automobiles with combined single limit of \$1,000,000 per accident

Prior to execution of this Agreement, Consultant will furnish certificates of insurance evidencing the above coverage to the City for the City's review and approval.

10. **Indemnification:** Consultant agrees to indemnify and hold the City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent of its applicable insurance coverage and to the extent that such judgments, losses, damages or expenses are caused by Consultant's negligent acts, errors, or omissions arising out of its performance of services under this Agreement.

11. **Delays:** Consultant shall not be responsible for failure to perform or for delays in the performance of services that arise out of causes beyond the control and/or without the fault or negligence of Consultant. Consultant shall notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and details related to the delay.

12. **Services for Use of City:** Consultant's services will be performed on behalf of and solely for the benefit and exclusive use of the City and the City's agents and designees for the limited purpose set forth in the Agreement. The City acknowledges that Consultant's services require decisions that are not necessarily based upon science, but rather upon judgmental considerations.

13. **Ownership and Use of Documents:** All documents prepared or received by Consultant in its performance of this Agreement, including all drawings, designs, specifications, notes, field notes, computer files, data and other documents shall be delivered to and become the property of City. Consultant agrees not to assert any rights or establish any claim under patent, copyright or other laws with respect to the City's ownership of said documents and hereby grants the City an irrevocable royalty-free license to all such documents, including the right to use them on any other City projects without additional cost to the City. Consultant bears no responsibility whatsoever for reuse by the City of documents prepared under this Agreement for any other purpose than originally intended, and the City agrees to defend, indemnify, and hold harmless Consultant from all claims, damages and expenses (including reasonable litigation fees and costs) arising out of such reuse or alteration by the City or others acting through the City. Consultant shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of this Agreement, makes any statement bearing on the work performed or data collected under this Agreement to the press or issues any material or publication through any medium of communication. If the Consultant, or any of its officers, agents, employees or subcontractors, publishes a work dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the publication.

14. **Confidential Information:** Consultant acknowledges that its services hereunder are being rendered to the City of New Bedford Office of Planning, communications, reports, findings, conclusions, theories, and other work, however characterized, performed by Consultant hereunder is not to be divulged to any person or entity other than Office of City Planner, City of New Bedford, or persons designated by he/she as privileged to receive such information. Consultant further acknowledges that it may receive confidential information as it provides services under this Agreement and agrees that neither it nor its employees, officers, agents, attorneys, subcontractors or other representatives, however described, shall discuss, relay, transmit or otherwise divulge such information in person or by print or electronic media, whether by telephone or e-mail, with or to any person who is not privileged to receive such information by virtue of this Agreement or applicable state or federal law, statute or regulation. This prohibition is absolute, the violation of which will constitute grounds for the City's termination of this Agreement.

15. **Independent Contractor:** Consultant is an independent contractor, solely responsible for methods and means used in performing the services under this Agreement, and is not an employee, agent, or partner of the City. Consultant is not authorized to enter into any agreement with any party on behalf of the City.

16. **Certifications:** Consultant certifies under the pains and penalties of perjury pursuant to M.G.L. c. 62C, § 49A that the Consultant has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and pursuant to M.G.L. 151A, § 19A(b), has complied with all laws of the Commonwealth relating to contributions and

payments in lieu of contributions to the Employment Security System; and with all laws of the Commonwealth relating to Worker's Compensation, M.G.L. c. 152.

17. **Licenses; Permits:** The Consultant also represents that he is qualified to perform all services required under this Agreement and has obtained all requisite licenses and permits to perform these services.

18. **Appropriations; City's Obligations:** Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Agreement for the present or any subsequent fiscal year following the fiscal year in which the Agreement is executed are subject to appropriation by the City of funds sufficient to discharge the City's obligations that accrue in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Agreement shall be terminated immediately upon the Consultant's receipt of notice to said effect without liability or damages, penalties or other charges arising from such early termination. Expenditures under this Agreement for services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated or authorized for said fiscal year. The Consultant's yearly costs, as contained herein, may not exceed the amount appropriated for the year.

19. **Records; Inspection:** The Consultant shall maintain books, records and other compilations of data pertaining to the requirements of this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The City, or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Consultant which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, reviews, and copying of records.

20. **Notices:** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified mail _____ for the Consultant and _____, New Bedford, Massachusetts 02740, for the City.

21. **Representations; Reliance:** In entering into this Agreement, the City and Consultant have relied only upon the representations set forth herein. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the City or Consultant relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between the City and Consultant.

22. **No Inducement:** Consultant certifies that neither it nor any of its employees, agents, officers, attorneys, subcontractors or representatives, however described, has given, offered or agreed to give any person, corporation or other entity any gift, contribution, offer of employment or other reward as an inducement for, or in connection with, the award of this Agreement.

23. **Solicitation:** Consultant certifies that no person, corporation or other entity, other than a bona fide full-time employee of Consultant, has been retained or hired by Consultant to solicit for or in any way assist Consultant in obtaining this Agreement upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the Agreement to Consultant.

24. **Accounting:** Consultant agrees to maintain internal accounting controls and permit the City to view its audited financial statements in camera at Consultant's offices upon city's request.

25. **Waivers:** A waiver by either the City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach. Forbearance or indulgence of

a breach of this Agreement in any form or manner by either the City or Consultant shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

26. **Invalidity; Severability:** The invalidity, illegality or unenforceability or any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The City and Consultant further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close to possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27. **Termination for Cause:** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The non-performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure its failed performance or to submit a plan for such cure acceptable to the other party. All notices hereunder shall be delivered by certified mail, return receipt requested.

28. **Termination for Convenience:** The City may terminate or suspend performance of this Agreement for the City's convenience upon Consultant's receipt of written notice from the City. Consultant shall terminate or suspend performance on a schedule acceptable to the City, and the City shall pay Consultant for all the services performed through and including the date of Consultant's receipt of such notice. Upon restart, if performance is suspended hereunder, an equitable adjustment may be made to Consultant's compensation and schedule. An equitable adjustment shall not apply to work suspended or terminated due to Consultant's failure to perform in accordance with the terms of this Agreement. Upon termination of this Agreement, with or without cause, Consultant shall, within 14 days, submit to the City all documents and information, as described in Paragraph 13 above herein, in its possession, and shall submit final payment invoice information. The City shall not make final payment until Consultant submits all said documents and information. The City shall place in escrow any amount of the final payment that it disputes is due, and, upon placing said amount in escrow, Consultant shall surrender all said documents and information as though it had been paid in full.

29. **Dispute Resolution:** The City and Consultant agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Any dispute that cannot be resolved by this negotiation will be submitted to mediation conducted in accordance with the current Industry Mediation Rules of the American Arbitration Association or such other form of non-binding Alternative Dispute Resolution (ARD) as they may mutually agree upon. City and Consultant agree that, in the event their dispute resolution procedures as described above do not resolve any disagreement among them, and any party elects thereafter to institute legal proceedings, the forum for any such action relating to this Agreement shall be in courts located in the Commonwealth of Massachusetts, either state or federal.

30. **Successors and Assigns:** The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

31. **Assignment; Transfer of Ownership:** Neither the City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. The City reserves the right to terminate this Agreement by written notice in the event of a sale or transfer of ownership in the Consultant's business entity, however constituted. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Further, except as noted in the Scope of Services, Consultant shall not subcontract for any service or portion thereof to be rendered under this Agreement without the prior written consent of the City.

32. **Project Manager:** Consultant's Project Manager shall be available to direct and coordinate activities of the project to ensure that the project progresses on schedule and within the prescribed budget. Any change in Project Manager assigned to the City by Consultant requires the written approval of the City or its designee.

33. **Staffing:** Consultant agrees to staff the project with a sufficient number of qualified personnel (“Project Team”) to assure at all times effective and timely management, administration and superintendence with respect to the services to be provided by Consultant under this Agreement. The City may require replacement of any member of the Project Team and may require increased levels of staffing by Consultant if necessary to achieve proper management, administration, and superintendence. Consultant shall not replace members of the Project Team without prior written consent of the City which consent shall not be unreasonably withheld.

34. **Laws Governing Consultant:** Consultant’ activities hereunder shall be governed by the laws of the Commonwealth of Massachusetts, unless otherwise specified.

35. **Entire Agreement:** This Agreement, together with all Attachments, Appendices, Addenda (if applicable), the Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements, and Certificate as to Payment of State Taxes constitute the entire Agreement between the City and Consultant and supersede all prior written or oral understandings. This Agreement and said Attachments, Appendices, Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements and Certificate as to Payment of State Taxes may only be amended, supplemented, modified or canceled by a written instrument duly executed by the City and Consultant.

36. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, unless otherwise specified.

37. **Paragraph Headings:** The paragraph headings in this Agreement are for convenience of reference only and in no way define, increase or limit the scope or intent of any provision of the Agreement.

38. **Authorized Signature:** The undersigned individual, who has signed and executed this Agreement on behalf of Consultant, hereby: 1) represents, warrants, and certifies to the City of New Bedford that he/she is authorized by Consultant to sign and execute this Agreement on its behalf and bind it to the obligations, terms, and conditions of the corporation set forth herein; 2) acknowledges that the City of New Bedford is relying upon such representation, warranty, and certification and will be damaged thereby if he/she is not so authorized; and, 3) agrees to indemnify and hold harmless, personally and in his/her own stead, the City of New Bedford, its officers, agents, attorneys, employees, and representatives, however described or characterized, against and from legal liability for all judgments, losses, and expenses and any and all claims and/or damages, whether direct or indirect, choate or inchoate, that it, or any of them, may incur and/or suffer, if he/she is not so authorized.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS AGREEMENT AS OF THE _____
DAY OF _____, 2017.

(Consultant)

CITY OF NEW BEDFORD,
MASSACHUSETTS

By:
Title:

By: Jonathan F. Mitchell
Title: Mayor

CERTIFIED that funds are available

Dept

By: Robert Ekstrom
Title: City Auditor

By:
Title:

Approved as to Form and Legality

PURCHASING DEPARTMENT

By: Shannon Shreve
Title: Counsel II

By: Susan Bruce
Title: Director of Purchasing

Chief Financial Officer

Ari Sky

REQUEST FOR PROPOSALS FOR
CONSULTANT TO ASSIST WITH SCHOOL SUPERINTENDENT RECRUITING

Pursuant to M.G.L. c. 30B, §6, the North Middlesex Regional School District is soliciting sealed separately submitted price and non-price proposals for a **CONSULTANT TO ASSIST WITH SCHOOL SUPERINTENDENT RECRUITING** for the school district, which will be accepted until Wednesday November 29, 2017, at 1:00 P.M. local time, at the BUSINESS OFFICE, 45 MAIN STREET, PEPPERELL, MASSACHUSETTS 01463. No faxed, late, partial, or conditional proposals shall be accepted. If the offices of the North Middlesex Regional School District are closed due to weather or other emergency, the deadline for receipt of proposals shall be extended until 1:00 P.M. on the next business day that the District Offices are open.

Proposal documents may be obtained after 10:00 A.M. local time on Wednesday November 15, 2017 at the North Middlesex Regional School District, Central Office 45 Main Street Pepperell, MA 01463 or by email request to nhaines@nmrsd.org between the hours of 8:00 AM and 4:00 PM, Monday through Friday.

For full submission requirements, please refer to the RFP.

The North Middlesex Regional School District, the awarding authority (hereafter referred to as the District), reserves the right to waive any and all informalities in the RFP process and to reject any and all proposals if considered to be in the best interest to do so. After the proposal opening, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the District or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them.

Prospective proposers who have questions about this RFP must email the question to nhaines@nmrsd.org before 4:00 P.M. local time on Tuesday November 21, 2017.

	STAFF CONSULTANT	REFERENCE CONTACT
2015-2016 (Current)		
Greater New Bedford Tech	James Hardy	Fred Toomey, GNBV, Frederick.toomey5@gmail.com
Barnstable	Glenn Koocher	(Partnership with Cape Cod Collaborative – in Process)
Narragansett	Glenn Koocher	(In Process)
Hopedale	Dorothy Presser	(In Process)
Palmer	Patricia Correia	(In Process)
Granby	Glenn Koocher	(In Process)
<u>2014-2015</u>		
Mansfield	James Hardy	Michael Trowbridge, Mansfield School Committee 508-339-2713
Martha's Vineyard	James Hardy	Susan Mercier, Martha's Vineyard School Committee, 508-939-0063
Dartmouth	James Hardy	John Nunes, Dartmouth School Committee, 508-324-2260
Marshfield	Glenn Koocher	Marti Morrison, Marshfield, 781-837-5741; 781-500-
Waltham	Glenn Koocher	John Graceffa, Waltham School Committee, 781-891-9896
Douglas	Dorothy Presser	
West Springfield	Patricia Correia	
Lowell	Michael Gilbert	
<u>2013-2014</u>		
Millbury	Glenn Koocher	Jennifer Nietupski 508-865-1372
Dighton Rehoboth	Glenn Koocher	David Katzeff, Dighton Rehoboth School Committee, 508-252-3643
Freetown-Lakeville	Glenn Koocher	Robert Clark, Freetown Lakeville School Committee, 508-763-2312
Ayer Shirley	Patricia Correia	
Belchertown	Patricia Correia	
Holbrook	James Hardy	

Watertown	Glenn Koocher	Eileen Hsu-Balzer, Watertown School Committee, 617-484-8077
Wrentham	James Hardy	

2012-2013

Ayer-Shirley	Patricia Correia
Greenfield	Patricia Correia
Wilmington	James Hardy
Spencer-East Brookfield	Glenn Koocher
Springfield	Patricia Correia
Wachusett	Glenn Koocher

2011-2012

Ashland	James Hardy
Wrentham	James Hardy
Mashpee	James Hardy
Gill-Montague	Patricia Correia
Holyoke	Patricia Correia
Holbrook	James Hardy
Malden	James Hardy
Tantasqua	Glenn Koocher

2010-2011

Southern Berkshire	Patricia Correia
Smith Agricultural and Vocational	Patricia Correia
Leominster	Glenn Koocher
Winthrop	Glenn Koocher
Sandwich	James Hardy
Grafton	Patricia Correia
Amesbury	Michael Gilbert

APPROACH TO A FAILED SEARCH

Our responsibility to our client is to secure a superintendent under contract and to restart the search process at any time if the search fails to yield a satisfactory superintendent under contract at the expense of MASC. Should a candidate not remain in the district for two years, MASC will conduct a full-services search without fee to the district.

Occasionally, a search process fails to yield a superintendent from the field of candidates. MASC's responsibilities are the following, all of which are provided without fee:

- To restart the search process in full or in part at the direction of the client school committee.
- To assist the district in finding a suitable interim superintendent by accessing our interim superintendent list and other contacts.
- To assist the district in seeking a critical shortage waiver for the client district in order to retain an interim superintendent.
- As an alternative to restarting the search, to work with the district to identify additional potential candidates who may wish to apply in a second phase of the process.

Procurement Office
Request for Bid, RFP, Architectural Services
Applies to any goods or services \$25,000+; any architectural services \$10,000+

INTERNAL USE ONLY

1. Bid/RFP deadline is usually 6-8 weeks after documents are ready and project is advertised.
2. Advertising costs are generally \$30 for a c.30B bid; up to \$500 for a major construction project.

Project Name: Search for Superintendent of Schools	Procurement # 30B.05.13
Estimated Cost: \$ 15,000 - \$35,000	Internal File # 2005 151
RFP Deadline: December 30, 2005	E-Bid Costs (if applicable): N/A
Account #: 48022 D05 70614	Advertising Costs: \$200
Account # for advertising If different from above: 48022 D05 70614	Related costs: \$50
DEPARTMENT: <u>School</u> Contact Person: Elaine Martel	TOTAL COSTS: _____
SIGNED: _____	REVIEWED: Procurement Officer _____

If this project is the renovation of a building, complete this section:

- ☐ The above project IS NOT subject to the regulations of the AAB.
- ☐ The above project IS subject to the regulations of the AAB at an estimated cost of:
\$ _____

Inspector of Buildings: _____ Date _____

After the above section(s) are complete, deliver to City Auditor:

CITY AUDITOR: I hereby certify pursuant to MGL, c.44, §31C that the total cost of the above-referenced project has been appropriated and the proposed total cost is not in excess of the unexpended balance of the appropriation.

Signed: _____ Date _____

APPROVED FOR PROCUREMENT: _____ Mayor

City of Marlborough
MARLBOROUGH, MASSACHUSETTS 01752-3812

Chapter 30B Procedures and Compliance

PROCUREMENT OFFICE

Must be included in proposal file

Determination to use Request For Proposals

1. Services and/or supplies sought: The City of Marlborough, through its School Committee, is seeking the services of a consultant or consultants to prepare criteria, assist the School Committee and conduct a search for a new Superintendent of Schools.

2. Pursuant to section 6(a) of chapter 30B of the general laws, I, the undersigned Chief Procurement Officer (CPO) for the City of Marlborough, do hereby make a written determination that selection of the most advantageous offer for the services and/or supplies identified in Section 1. of this document require comparative judgments of factors in addition to price.

3. My reasons for this determination are the complexity of setting education and related criteria, the wide divergence in consultant(s) with skills in assisting a School Committee with a search for a new superintendent, the degree of technical knowledge required and the experience in this highly-specialized field.

The evaluation process will allow the School Committee to give higher consideration to a firm with a clear understanding of this system and sufficient experience to implement it.

Signed: _____ **Date:** _____
Chief Procurement Officer

City of Marlborough
Advertisement for C.30B RFP
CITY HALL, 140 MAIN STREET, 4TH FLOOR

TEL: 508/460-3707 ■ FAX: 508/460-3698 ■ TDD: 508/460-3610

PLEASE PUBLISH THE FOLLOWING LEGAL AD ON: November 19, 2005
OR YOUR NEXT PUBLICATION. P.O. #: 30B.05.13/48022 D05 70614

- ☐ Main Street Journal
 - ☐ Bay State Banner
 - ☐ El Mundo
 - ☐ Post on City of Marlborough WEB SITE
 - ☐ City Clerk's Office; Post on Official Bulletin Committee
 - ☐ S.O.M.W.B.A.
 - ☐ G&S Bulletin
 - ☐ Other
-

Request For Proposals
to seek Consulting Firm to help search for new
SCHOOL SUPERINTENDENT

The City of Marlborough, through its School Committee, is seeking sealed competitive proposals from qualified consultants to assist in the search for a new Superintendent of Schools. Incumbent superintendent is retiring October 2006. The Request For Proposals (RFP) will be available at the Procurement Office, City Hall, 4th Floor, 140 Main St., Marlborough, MA 01752, Tel. (508) 460-3707, until **December 30, 2005 at 11:00 a.m.**, when a Proposal Register will be prepared. RFP documents will be sent by email following a request containing the consultant's name, address, phone number, contact person and email address at rquest@ci.marlborough.ma.us. They will also be delivered by Fedex for a non-refundable fee of \$20 or the use of the vendor's Fedex account number. A pre-bid conference will be held on **December 9, 2005 at 2:00 p.m.** Pursuant to MGL C.30B, two separate proposals will be required: one with prices, one without. The School Committee reserves the right to reject any or all proposals. Pursuant to the School Committee's Minority Business Enterprise Program, all qualified consultants will receive consideration without regard to race, color, creed, religion, sex, disability or national origin.

Ronald G. Guest
Chief Procurement Office

Ref:30b_rfp.wp

GOODS AND SERVICE BULLETIN - ALL

SCHOOL COMMITTEE [C]				
AGENCY: School Committee Marlborough, City of 140 Main Street, 4 th Floor Marlborough, MA 01752 CONTACT INFORMATION:			BID NUMBER: 30B.05.13 #2005.151	
NAMES: Ronald G. Guest Beverly Sleeper		TITLE: Chief Procurement Officer Deputy Procurement Officer		PHONE: 508-460-3707 508-460-3771
ADDRESS: Procurement Office, 140 Main St., 4 th Floor			CITY/TOWN: Marlborough	
DESCRIPTION:			GOODS [] SERVICES [X]	
<p>The City of Marlborough, through its School Committee, is seeking sealed competitive proposals from qualified consultants to assist in the search for a new Superintendent of Schools. Incumbent superintendent is retiring October 2006.</p>				
CONTRACT INFORMATION				
ESTIMATE RATE	DURATION OF CONTRACT	BID/RFP RELEASE DATE	BID/RFP DEADLINE DATE	BID/RFP DEADLINE TIME
\$15,000-\$35,000	6 mos. or less	11/21/2005	12/30/2005	11:00 a.m.
<p>ADDITIONAL INFORMATION: A Consultant's Conference will be held on Friday, December 9, 2005 at 2:00 p.m. at City Hall, 140 Main St., Marlborough, MA 01752 (Room to be posted at all entrances) at which all consultants will be given an opportunity to ask questions about the RFP. If it becomes clear an addendum is needed, one will be issued. While attendance is not mandatory, it is highly recommended.</p>				

City of Marlborough
MARLBOROUGH, MASSACHUSETTS 01752

Chapter 30B Procedures and Compliance

Register of Bids/Proposals received

Pursuant to the requirements of subsection (d) of s.6, subsection (d) of s.5 of c.30B, this register is a list of the name of each bidder/consultant and the number of modifications received, if any, and/or the amount bid.

(*) In the case of Request for Proposals, the amount proposed is entered later as required by G.L.c.30B, s.6(d).

Date of bid/proposal opening: December 30, 2005

Bid/Proposal for: 30B.05.13/48022 D05 70614

Name, address of bidder or consultant	Date and Time Received	Amount Bid or Proposed

Certified by the undersigned as a complete and accurate list of the names of all consultants/bidders, modifications received and a true and accurate recording of the amounts proposed for the project referenced above, as opened this date. Signed under the penalties of perjury, this _____ day of _____ 20____.

By: _____
Title

By _____
Witness

City of Marlborough
MARLBOROUGH, MASSACHUSETTS 01752



**REQUEST FOR PROPOSALS
AND CONTRACT DOCUMENTS**

**CONSULTANTS TO ASSIST
IN SEARCH FOR A NEW
SUPERINTENDENT OF SCHOOLS**

30B.05.13/48022 D05 70614

☐ City Clerk

☐ Consultant

☐ Legal

☐ Department

☐ Auditor

City of Marlborough
MARLBOROUGH, MASSACHUSETTS 01752-3812



Request For Proposals

**Consultant(s) to lead search for
a new Superintendent of Schools**

30B.05.13

The City of Marlborough, through its School Committee, (hereinafter the "School Committee") is seeking sealed competitive proposals from qualified consultants to assist in the search for a new Superintendent of Schools. Incumbent superintendent is retiring October 2006.

A pre-bid conference will be held at City Hall, 140 Main St., Marlborough MA 01752 on December 9, 2005 at 2:00 p.m. Pursuant to G.L., c.30B, proposals will be evaluated pursuant to Minimum and Comparative Evaluation Criteria. The final date to submit proposals is December 30, 2005 at 11:00 a.m.

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ATTACHED: Form of Contract (3 pages), existing Evaluation Manual, and existing job description (14 pages)

Items in *italic* must be returned with proposal



City of Marlborough
MARLBOROUGH, MASSACHUSETTS 01752-3812

**Request for Proposals: Consulting Firm to
search for a new Superintendent of Schools**

Background

The Marlborough School District is currently headed by Superintendent Rose Marie Boniface who was chosen in June, 1999. She is retiring, after 35 years of service with the Marlborough School Department, in October 2006. The School Committee is seeking an innovative and results-oriented leader as its new superintendent of schools. This diverse suburban district serves more than 4,796 pre K-12 students in seven schools with 745 (FTE) highly trained employees and an annual budget in excess of \$42 million. The successful candidate must possess the leadership and administrative oversight skills to ensure that all students acquire an exceptional education through academically rich instruction in a learning environment that is safe, nurturing and equitable for all.

Instructions

The City of Marlborough, through its School Committee is seeking sealed competitive proposals from qualified consultants to assist a Search Committee to be established (hereinafter the "Committee") in the search for a new Superintendent of Schools. The incumbent superintendent is retiring October 2006.

Definitions: Unless other stated, the following words will have the meanings assigned here:

"School Committee" shall mean the seven-member elected School Committee of the City of Marlborough.

"Search Committee" shall mean the Search Committee appointed by the School Committee for the specific purpose of conducting a search for a new superintendent of schools.

"Consultant" or *"search consultants"* shall mean the vendor, its employees and associates awarded a contract resulting from this RFP that will provide personnel and resources to assist the Search Committee and School Committee in the search for a new superintendent of schools.

Request For Proposals specifications and information are available at the Procurement Office, City Hall, 4th Floor, 140 Main St., Marlborough, MA 01752-3812. Contact persons are Ronald G. Guest at 508.460.3707 or Beverly Sleeper at 508.460.3771. RFP documents will be sent by email following a request containing the consultant's name, address, phone number, contact person and email address at legal@ci.marlbrough.ma.us. Sealed proposals will be received at the same office and address until **December 30, 2005 at 11:00 a.m.** at which time all proposals will be acknowledged in the presence of witnesses, and a Register of Proposals prepared. Pursuant to s.6(d) of G.L., c.30B the contents will remain confidential, and the proposals with price will remain sealed pending completion of the evaluation process. No proposals will be accepted after the time and date specified.

Delay in Deadline: If the office receiving the responses to this Request For Proposals is closed due to inclement weather, power outage or any other reason, the deadline is automatically extended to the same location and the same time on the next business day the office is open.

Proposal Format: As required by law, two original sealed proposals must be completed, signed, sealed and delivered. One shall not include prices; one shall have prices.

(a) Identify proposal **without prices** as **NON-PRICE PROPOSAL FOR SUPERINTENDENT SEARCH** and submit one original and eight (8) additional copies of this sealed proposal by the date above.

(b) Identify proposal **with prices** as **PRICE PROPOSAL FOR SUPERINTENDENT** and submit one original only of this sealed proposal by the date above. Do not include material that is already in the non-price proposal.

Questions: Inquiries concerning any part of this proposal must be made in writing either prior to or at the Consultant's Conference on December 9, 2005. All questions will be answered in writing, and all such questions and answers will be incorporated into this proposal. If the School Committee issues any addenda to this proposal, each consultant shall acknowledge on both Proposal Forms the receipt of each addendum by addendum number and date.

Forms & Certifications: Forms and certificates to be completed are included. (Proposal Forms, Certification of Good Faith, Certification of State Taxes Paid & Filed, and Conflict of Interest Prohibited, and Certificate of Vote (for corporations), all of which are attached hereto and incorporated herein by reference.

Consultants' Conference: A conference during which all consultants may ask questions will be held at City Hall, 140 Main St., Marlborough MA in a room to be posted at both entrances on December 9, 2005 at 2:00 p.m.. While attendance is not mandatory, it is highly recommended.

Information

Premature Opening: The School Committee will not be responsible for the premature opening of any proposal not properly identified, and any such proposals will be rejected.

Rejection of Proposals; Waiver of Technicalities: The School Committee reserves the exclusive right to reject any or all proposals, and waive minor technicalities to the extent allowed by law. Proposals which are incomplete, conditional, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected.

Contract: The terms of any resulting contract will be for six months unless extended by the School Committee. Any resulting contract is subject to execution by the signatories for the School Committee, including the Mayor, and is also subject to appropriation. The School Committee will accept a proposal for contract within 60 days of evaluating minimum and comparative criteria and price.

Responsibility: The proposal for the work detailed in the purchase description must cover all contingencies, including labor, materials, transportation, and all others, necessary for delivery of the project required by the School Committee. These specifications require the performance of all things necessary or proper for or incidental to the services specified herein. All services mentioned in these specifications and all things not specified herein, but involved in carrying out their intent, and the complete and proper execution of the services are required by these specifications; and the Consultant shall perform same as though they were specifically described and mentioned.

MBE Program: Pursuant to a Minority Business Enterprise program, all qualified consultants will receive consideration without regard to race, color, creed, religion, sex disability or national origin.

Information - Successful Consultant

Indemnification: The successful Consultant will be required to indemnify and hold harmless the City of Marlborough and its School Committee for all damage to life and property that may occur by the provision of liability and property damage insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit or equal, naming the City of Marlborough and its School Committee as an additional insured. Consultant shall, if it has employees, shall also produce evidence of coverage of Worker's Compensation Insurance. Consultant will hold the City of Marlborough and its School Committee harmless from any liability associated with the acts of the insured, its employees, any sub-consultants and any others under its control. Any lack of insurance by Consultant's employees, any sub-consultants and any others under its control will not release Consultant from its indemnification responsibilities. All policies shall include written notification as provided in the contract of cancellation or restrictive amendment at least thirty days (30) prior to such action. Notice shall be made as hereinbefore provided.

Wages: Consultant to be responsible for compliance with any required wage rates.

Assignment: The successful Consultant will not be permitted to assign or underlet the contract, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Chief Procurement Officer or the Mayor.

Submission Requirements

Any consultant failing to provide all of the following submission requirements will not be considered "responsive" and will be rejected.

1. Non-Price proposal: All non-price proposals shall include the following information:

- a. Name of firm(s)/consultant(s);
- b. Address of firm(s)/consultant(s);
- c. Name, email, telephone and fax numbers of contact person;
- d. A list of all projects including name, location, cost of services, dates, name of districts and name of district's representative for which similar services were provided within the Commonwealth during the last three years. Identify projects as completed or underway;
- e. A description of the general skills of the consultants who will be assigned to this search.
- f. A narrative outlining specific knowledge of the unique challenges that will present themselves to any school district seeking a new superintendent at this time.
- g. Resumes of principals who will be providing the services and an indication of the number of hours each principal is expected to devote to this project;
- h. If a joint venture proposal, provide the above information for all parties to the joint venture and clearly describe the role of each party to the venture;
- i. Financial statements or other acceptable testimony to the firm's financial capability for the most recent fiscal year.

Samples: Enclose three (3) samples of documents developed related to a development of a meaningful profile, leadership criteria, job descriptions and similar material for searches in other districts.

Evaluation Criteria Summary: Each consultant will complete the Evaluation Criteria Summary Tables contained in the Evaluation Process section.

Licenses, etc.: Copies of all certifications, licenses, degrees or proof of experience requested under the "Minimum Evaluation Criteria" section of this RFP.

Interviews: If deemed necessary, the Search Committee or the School Committee will interview the three highest-rated consultants who must be the consultants that will be assigned to this search.

Plan of Services: All consultants will supply a "plan of services" (included with the Non-Price Proposal) detailing the following: (Said "plan of services" will be incorporated into the contract with the successful consultant:

TASK 1: The consultant shall prepare and submit a narrative plan on how it will assist the Search Committee in developing a meaningful profile, leadership criteria, an appropriate and competitive salary schedule range for a new superintendent and the level of flexibility it will offer to tailor services and modify approaches to address unexpected issues during the search.

TASK 2: The consultant shall prepare and submit a narrative plan on how it will help prepare questions for the Search Committee to use during the interview process; including the resources it will utilize to help formulate the questions.

TASK 3: The consultant shall prepare and submit a plan on what resources it will use to advertise and otherwise conduct outreach programs to attract the best candidates for the position.

TASK 4: The consultant shall prepare and submit a proposed time schedule estimating the beginning and end dates of each step of the process including the initial meeting with the Search Committee, completion of the proposed qualifications and the Scope of Work as outlined below.

TASK 5: The consultant shall assist the Search Committee in making a determination of the most advantageous regional or other scope of the search (e.g. New England, East Coast, nationwide) and whether efforts other than networking would be necessary or advisable.

2. Price Proposal: All price proposals shall include the price as requested on the Proposal Price Form.

SCOPE OF SERVICES

The goal of this Request For Proposals is to secure a consultant to assist the Search Committee and work with the full School Committee in selecting a new Superintendent of Schools. The goal is to have the new Superintendent assume responsibilities prior to the retirement of the incumbent superintendent, if feasible.

SHARED RESPONSIBILITIES

The School Committee recognizes the importance of clearly defined roles and responsibilities in the superintendent search process. In endorsing the following, the School Committee is setting forth the expectations and roles for the search consultants and its search committee.

The School Committee (School Committee) is the elected body charged with the responsibility of selecting a superintendent who can effectively administer the Search Committee's policies and provide educational and operational leadership for the district. Only the School Committee

can make these decisions on behalf of the district. The School Committee recognizes the fact that the selection of a superintendent is the most important decision that any School Committee makes.

The School Committee is committed to making this decision by creating a Search Committee to: (a) facilitate search activities, (b) to handle matters as assigned by the School Committee (c) to make advisory recommendations to the School Committee, (d) to consider a broad range of input in the decision-making from within and outside of the organization, including focus groups for teachers, parents, members of the community, faculty, other elected officials and members of the business community; (e) by working with its search consultants, to establish a profile and qualifications for the desired candidate, and to identify potential applicants or candidates. The School Committee intends to fully participate in the interview process and make the final decision on the successful candidate, utilizing the input as appropriate and as determined relevant and appropriate.

2. Search Committee: The Search Committee will be appointed by the School Committee and be empowered to work with the search consultants to refine a profile and qualifications for the desired candidate; assist with focus groups; ensure that its members disclose promptly to the School Committee any appearance of real or potential conflict of interest with respect to the process or to any prospect, applicant or candidate; and strive to treat issues impartially and handle controversial matters dispassionately, understanding that candidates who have been in executive positions and who have made difficult decisions are not always popular;

3. Search Consultant(s): The role of the search consultants is to work with the School Committee and its Search Committee to refine and finalize a profile of the desired candidate and criteria for selection, including the use of surveys, public forums, group meetings, interviews, and other appropriate strategies. The scope of work for the search consultant is to establish a logical and workable timetable for the search process; and

- a) Orient the Search Committee or School Committee to explain the entire process; (assume three hour meeting);
- b) Organize and facilitate five one-hour focus groups for teachers, parents, members of the community, faculty, other elected officials and members of the business community.;
- c) Summarize input from the focus groups in a report for the Search Committee;
- d) Utilize input from focus groups to help develop leadership criteria;
- e) Assist the Search Committee or School Committee to establish an accurate and meaningful profile with relevant and realistic qualifications for the desired candidate;
- f) Provide recommendations for a proper and competitive salary range;
- g) Recommend a budget for and execute appropriate avenues for advertising;
- h) Provide assistance and advice concerning reference checks;
- i) Help develop questions for approval by the Search Committee or School Committee for the interview process; (assume three hour meeting);
- j) Guide the screening of candidates and assist the Search Committee or School Committee in conducting semi finalist and finalist interviews;
- k) Recommend the selection of three finalists to the Search Committee or School Committee, if requested. (assume three hour meeting)
- l) Verify employment and academic credentials for the candidates to be interviewed.
- m) Conduct in-depth reference and background investigations for the finalists.
- n) Attend the first and last Search Committee or School Committee interviews;
- o) Establish contract parameters by preparing an initial draft agreement to be utilized with the finalists;

- p) Assist in negotiating contract with selected candidate;
- q) Provide transitional support to assist in building productive relationships between the new superintendent, the School Committee, members of the staff and faculty and municipal elected officials; and
- r) Assist in the development of an updated job description for the new superintendent.

Schedule: The consultant shall complete all phases of the contract within four (4) months from the signing of the contract, but this provision shall not prevent the School Committee from extending the completion date for reasons sufficient to a majority of the membership.

Meetings: The consultant shall include a per-diem rate for any meetings not included within the scope of services..

Expenses: The consultant will not propose nor will the School Committee pay for any costs related to travel, lodgings or similar expenses.

Reports: The consultant will supply all the reports required by the scope of services as part of its price. The consultant will be reimbursed or the Search Committee will pay only for copies of reports the Search Committee wants that are beyond the number of each as required herein,

Contract: A Form of Contract is attached hereto and incorporated herein by reference.

Payments: The consultant will propose a schedule for payment of services completed and the Search Committee may either accept it or negotiate with the consultant.

Termination: The provisions of the contract appended hereto will govern this subject.

Amendments: Amendments are strictly regulated, must comply with G.L., c.30B, and must be signed by officer(s) who may legally bind the company.

Evaluation Process

Process: The School Committee will evaluate proposals submitted on the basis of the evaluation criteria set forth on the following pages in this request for proposals (RFP).

Minimum criteria: Consultants must meet all "Minimum Evaluation Criteria".

Comparative criteria: Proposals which fulfill all "minimum" criteria will be evaluated on the basis of "Comparative Evaluation Criteria" set forth on the following pages of this RFP.

Basis of Award: The School Committee will award the contract for a proposal which best meets the School Committee's needs, balancing proposal quality and price.

Evidence Required: All consultants must submit evidence, if any, to support all positive responses under Minimum and Comparative Evaluation Criteria.

Minimum Evaluation Criteria

Any consultant failing to comply with **any** of the following criteria may be rejected:

- (1) Must have the ability to provide the full Scope of Work in this Request For Proposals.
- (2) Must have conducted a minimum of five (5) searches for school superintendents, at least two of which were in Massachusetts.
- (3) Must provide a complete Plan of Services as required by this Request For Proposals.

Comparative Criteria

All responsive and responsible proposals will be evaluated and rated on the basis of the following comparative criteria. Consultants will be evaluated on the breadth and relevance of their experience and the demonstration of their understanding of the project. Based on the written proposals, a consultant will be selected with the highest comparative rating according to the following criteria, if submitted with an acceptable price proposal.

Criteria: The non-price proposals submitted by responsive and responsible consultants will be evaluated and rated as follows:

1. GENERAL EXPERIENCE:

☐ HIGHLY ADVANTAGEOUS: Consultant has at least ten (10) years of experience, and/or has conducted at least ten (10) searches for school superintendents, at least five (5) of which were placed in Massachusetts.

☐ ADVANTAGEOUS: Consultant has at least five (5) but less than ten (10) years of experience, and/or has conducted at least ten (5) but less than ten (10) searches for school superintendents, more than half of which were placed in Massachusetts.

2. SPECIFIC EXPERIENCE

☐ HIGHLY ADVANTAGEOUS: A majority of candidates placed by the Consultant have been successful, received above average reviews from the district and have completed at least the term of their first contract.

☐ ADVANTAGEOUS: Less than a majority of candidates placed by the Consultant have been successful, received above average reviews from the district and have completed at least the term of their first contract.

3. PLAN OF SERVICES

☐ HIGHLY ADVANTAGEOUS: Plan is highly defined and developed; strategy is exceptionally clear and focused; the narrative is easy to understand; the proposed means and methods to develop a meaningful profile and leadership criteria are exceptional and the time line presented is apparently realistic.

☐ ADVANTAGEOUS: Plan is well developed; strategy is clear; the narrative is understandable; the proposed means and methods to develop a meaningful profile and leadership criteria are acceptable and the time line presented is apparently realistic.

NOTE: Those who rate proposals for the School Committee can suggest changes in the "plan of services" which, if successfully negotiated with the consultant may increase the rating on a specific criterion or the composite rating.

SAMPLES

☐ HIGHLY ADVANTAGEOUS: The samples presented were exceptionally clear, well-written, and effective in achieving their purpose of establishing a meaningful profile and leadership criteria for a new superintendent.

☐ ADVANTAGEOUS: The samples presented were, well-written, but not as clear and effective in achieving their purpose of establishing a meaningful profile and leadership criteria for a new superintendent as those presented by a consultant rated highly advantageous.

COMMUNICATION SKILLS

☐ HIGHLY ADVANTAGEOUS: Consultants are judged to possess extraordinary communication skills and an exceptional ability to work with the Search Committee, district staff, other elected officials and parents, including the capacity to make diverse groups feel comfortable with and invested in the process.

☐ ADVANTAGEOUS: Consultants are judged to possess effective communication skills and an adequate ability to work with the Search Committee, district staff, other elected officials and parents, including at least a satisfactory level of capacity to make diverse groups feel comfortable with and invested in the process.

INSTRUCTIONS

EVALUATION CRITERIA SUMMARY TABLES

EXAMPLE ONLY...DO NOT USE IN YOUR PROPOSAL...USE FOLLOWING SHEETS

NOTE: This is an example.

Use the summary sheets that follow this page.

Minimum Criteria	Insert page, section where information is	Give explanation as to why you meet this rating
1.EXAMPLE: General Experience	EXAMPLE: Section 4, Page 3	EXAMPLE: Our firm has at least five years experience as required.

Comparative Criteria	Insert page, section where information is	Give explanation as to why you meet this rating
1.EXAMPLE: General Experience	EXAMPLE: Section 4, Page 3	EXAMPLE: Our firm has more than 10 years of the experience required. It has 15 years of experience.

MINIMUM CRITERIA SUMMARY TABLE

**THIS MUST BE INCLUDED AT
THE FRONT OF YOUR PROPOSAL .**

Minimum Criteria	Insert page, section where information is	Give explanation as to why you meet this rating
1. Able to provide the full Scope of Work		
2. Has conducted at least five (5) searches for a new school superintendent.		
3. Must provide a complete Plan of Services.		

COMPARATIVE CRITERIA SUMMARY TABLES

**THIS MUST BE INCLUDED AT
THE FRONT OF YOUR PROPOSAL .**

Comparative Criteria	Insert page, section where information is	Give explanation as to why you meet this rating
1. General Experience		
2. Specific Experience		
3. Plan of Services:		
4. Samples:		
5. Communication Skills		

City of Marlborough
MARLBOROUGH, MASSACHUSETTS 01752-3812

MUST BE INCLUDED WITH NON-PRICE PROPOSAL

**NON-PRICE PROPOSAL FORM
FOR 30B.05.04, MUNICIPAL AGGREGATION**

A. THIS PROPOSAL IS WITHOUT PRICES.

The School Committee reserves the exclusive right to reject any or all bids or to accept any one part thereof, not the lowest as deemed by them to be in the best interests of the School Committee and their decision shall be final, to the extent allowed pursuant to c.30B of the general laws, as amended.

NAME OF FIRM: _____
NAME/TITLE: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
TEL/FAX/EMAIL: _____

By my signature below, I acknowledge receipt of the following **addenda** to this proposal:

ADDENDUM #1, DATED ____/____/____
ADDENDUM #3, DATED ____/____/____

ADDENDUM #2, DATED ____/____/____
ADDENDUM #3, DATED ____/____/____

SIGNATURE: _____ **DATE:** _____
(Signature binds the price for _____ days)

PRICE ONLY PROPOSAL

**PRICE PROPOSAL FORM
FOR 30B.05.04, MUNICIPAL AGGREGATION**

A. THIS PROPOSAL IS WITH PRICES.

The TOTAL COST is: \$ _____

Per diem rate for
extra meetings is \$ _____ each x 10¹ meetings= \$ _____¹

TOTAL PRICE.....\$ _____

The School Committee reserves the exclusive right to reject any or all bids or to accept any one part thereof, not the lowest as deemed by them to be in the best interests of the School Committee and their decision shall be final, to the extent allowed pursuant to c.30B of the general laws, as amended.

NAME OF FIRM: _____

NAME/TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL/FAX/EMAIL: _____

By my signature below, I acknowledge receipt of the following **addenda** to this proposal:

ADDENDUM #1, DATED / / ADDENDUM #2, DATED / /

SIGNATURE: _____ DATE _____

(Signature binds the price for 60 days)

DO NOT INCLUDE THIS WITH NON-PRICE PROPOSAL AS YOUR PROPOSAL MAY BE REJECTED.

¹ The number of meetings is an arbitrary number used to establish a level playing field for all consultants. The School Committee will only pay for the actual number of extra meetings it requests or agrees to.

REQUIRED CERTIFICATIONS

1. **Certification of Good Faith.** Pursuant to chapter thirty B of the general laws, (and the School Committee's policy for all contracts pursuant to MGL c.30§39M or c.149§) the following certification must be completed and attached to the bid or proposal: The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

SIGNED: _____

Name of person signing bid or proposal

TYPED:

Name of

Business: _____

DATE: _____

2. **Certification that State Taxes are Filed and Paid:** Pursuant section forty-nine A of chapter sixty-two C of the general laws, the following certification must be completed and attached to the bid or proposal: I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law. My Social Security number (voluntary) or Federal Identification number is: _____

BY: _____

Signature of Individual/Corporate Name (Mandatory)

Corporate Officer (Mandatory, if applicable)

DATE: _____

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

3. Unemployment Contribution Certification

Pursuant to M.G.L. c. 151A, §19A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am/my company is in compliance with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

Signed: _____ **Date:** _____

Name of person signing bid or proposal.

Typed: _____

Name of Business _____

Signature of authorized official

Date: _____

CERTIFICATE OF VOTE

I, _____, Clerk of _____ hereby certify that, at a meeting of the Search Committee of Directors of said Corporation duly held on _____ which date is earlier than the contract to which this certificate is incorporated by reference, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"Voted: That _____ be and hereby is authorized, directed and

(Name of Officer authorized to sign for Corporation)

empowered for, in the name of and on behalf of this corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver other obligations of this Corporation; the execution of any such contract, bond or obligation by such (Name of Officer) _____ to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the School Committee; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the School Committee."

I, further certify that (NAME OF OFFICER) _____

is the duly-elected (TITLE) _____ of said corporation.

Signed: _____
CLERK-SECRETARY

Place of Business: _____

Date of Contract: _____

AFFIX CORPORATE SEAL

Countersignature: _____
(Name and Title of Officer)

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this Certificate must be counter signed by another officer of the Corporation.

DISCLOSURE OF
BENEFICIAL INTEREST

Statement of Beneficial Interest required for all bids and proposals submitted to a governmental body, except proposals for Real Property Transactions which require a similar form required by G.L.c.7,s.40J.

(1) Bid or Proposal for: _____ (2) Date Proposal Due: _____

(3) Print the true name and address of every firm, joint venture, corporation or person (as defined in G.L.c.30B,s.2) which have or will have direct or indirect beneficial interest in the contract. Disclose state of incorporation, if applicable, and if out-of-state corporation, the true name and address of its Massachusetts agent or representative.

Name: _____

Address: _____ State of Incorporation: _____

If an out-of-state corporation, list true name & address of its Massachusetts agent/representative:

Name: _____ Address: _____

_(COPY THIS FORM AS NECESSARY TO INCLUDE ALL INFORMATION.)

(4) None of the above mentioned persons is an employee of the governmental body for which the enclosed solicitation is proposed or an official elected to public office in the Commonwealth of Massachusetts, except as listed below:

This statement must be notarized.

SIGNED UNDER THE PENALTIES OF PERJURY.

Name _____ Date: _____

Title: _____

Commonwealth of Massachusetts, Middlesex, S.S.; Date: _____ M _____
being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading. Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public: _____ My Commission Expires: _____

CHECKLIST

SUBMISSION REQUIREMENTS

This page is to be completed by the School Committee and is also supplied to assist consultants in the Submission Requirement and Evaluation Criteria system:

- ☐ YES ☐ NO CERTIFICATION OF GOOD FAITH:
- ☐ YES ☐ NO CERTIFICATION ON STATE TAXES:
- ☐ YES ☐ NO CONFLICT OF INTEREST STATEMENT:
- ☐ YES ☐ NO CERTIFICATE OF VOTE:
- ☐ YES ☐ NO ONE ORIGINAL, AND EIGHT (8) COPIES OF PROPOSAL WITHOUT PRICES:
- ☐ YES ☐ NO ONE ORIGINAL OF PROPOSAL WITH PRICES:
- ☐ YES ☐ NO PER DIEM RATE FOR EXTRA MEETINGS
- ☐ YES ☐ NO DISCLOSURE OF BENEFICIAL INTEREST
- ☐ YES ☐ NO SAMPLES OF PRIOR WORK, ONLY IF REQUESTED:
- ☐ YES ☐ NO APPROPRIATE REFERENCE TO PRIOR WORK, AS REQUESTED:
- ☐ YES ☐ NO EVALUATION CRITERIA SUMMARY TABLES

If all "yes", continue; one "no" may be cause for rejection.

MINIMUM EVALUATION CRITERIA

- ☐ YES ☐ NO MEETS ALL MINIMUM EVALUATION CRITERIA:

If all "yes", continue; one "no" is cause for rejection.

PLAN OF SERVICES

- ☐ YES ☐ NO A PLAN OF SERVICE AND EIGHT (8) COPIES ARE INCLUDED:

SAMPLES

- ☐ YES ☐ NO SAMPLES ARE INCLUDED

ONLY SUCCESSFUL CONSULTANT Must Supply:

- ☐ YES ☐ NO EVIDENCE OF LIABILITY INSURANCE.
- ☐ YES ☐ NO EVIDENCE OF WORKER'S COMPENSATION.

Directions to Marlborough City Hall

FROM POINTS NORTH:

190 SOUTH to 290 EAST to 495 SOUTH

495 SOUTH to Route 20 EAST (Exit 24A)

Follow Route 20 EAST around the lake which is on your right;

Go straight THROUGH three (3) sets of traffic lights

CITY HALL is on your right about a ¼ mile after you go through the second set of lights. Look for clock tower which is very visible.

FROM POINTS SOUTH:

495 NORTH to Route 20 EAST (Exit 24A)

Follow Route 20 EAST around the lake which is on your right;

Follow Route 20 EAST around the lake which is on your right;

Go straight THROUGH three (3) sets of traffic lights

CITY HALL is on your right about a ¼ mile after you go through the second set of lights. Look for clock tower which is very visible.

FROM POINTS EAST, INCLUDING BOSTON & ROUTE 128:

WEST on MASSPIKE (I-90) to 495 NORTH (Exit 11A)

495 NORTH to Route 20 EAST (Exit 24A)

Follow Route 20 EAST around the lake which is on your right;

Go straight THROUGH three (3) sets of traffic lights

CITY HALL is on your right about a ¼ mile after you go through the second set of lights. Look for clock tower which is very visible.

FROM POINTS WEST, INCLUDING WORCESTER:

MASSPIKE (I-90) EAST to 290 EAST

EAST on 290 to 495 SOUTH

495 SOUTH to Route 20 EAST (Exit 24A)

Follow Route 20 EAST around the lake which is on your right;

Follow Route 20 EAST around the lake which is on your right;

Go straight THROUGH three (3) sets of traffic lights

CITY HALL is on your right about a ¼ mile after you go through the second set of lights. Look for clock tower which is very visible.

Account #: _____

Amount: _____

File # _____

☐ City Clerk
☐ Consultant
☐ Legal
☐ Department
☐ Auditor

CONTRACT AGREEMENT

Agreement Date; Parties to the Agreement: This agreement is made this _____ day of _____, 20____, by and between

(hereinafter, the "Consultant") and the School Committee of the City of Marlborough, District Education Center, 17 Washington Street, Marlborough, MA 01752, (hereinafter, the "School Committee") as represented by the Mayor in his capacity as Chairman of the School Committee, acting for and in behalf of the School Committee who signs these, presents, in his official capacity, and incurs no liability in his individual capacity. It is agreed that the responsible parties to receive any notices under this contract are _____ for the Consultant, and Chief Procurement Officer Ronald G. Guest for the School Committee, both at the addresses given above.

Scope of Services, Deliverables: School Committee has awarded a contract specifying that the Consultant shall and will provide all supplies, services and other, unless otherwise specified, necessary to assist the School Committee AND A Search Committee to be duly appointed in its search for a new Superintendent of Schools, including the Scope of Work and related responsibilities outlined in a Request For Proposals ("RFP") issued by the School Committee and any response to the RFP by the Consultant, all of which is attached hereto and made a part hereof as if written herein, for the aggregate sum of _____ in words _____ (\$0000000000).

Payment Schedule: The School Committee will adhere to the payment schedule as specified in the School Committee's Scope of Work unless otherwise superseded within this agreement, providing the Consultant submits proper documentation for payment as specified in the aforesaid schedule.

Abandonment of Work or Other Default: The Consultant further agrees that abandonment or delay of work, services, or the supply of reports shall be a violation of this agreement. The School Committee may, by whatever legal remedies are available to it, complete or cause to be completed, the work and the Consultant shall bear full responsibility for the entire cost of completing the terms of the contract and agrees to pay to the School Committee any losses, damages, costs, and expenses, including attorney's fees, sustained or incurred by the School Committee by reason of any of the foregoing causes. Any costs incurred by the School Committee will first be deducted from any payments due and payable to the Consultant, who shall also be responsible for any costs in excess of the lowest price accepted by the School Committee for the provision of the work hereinbefore referenced.

Indemnification: Consultant will be required to indemnify and hold harmless the City of Marlborough and its School Committee for all damage to life and property that may occur by the provision of liability and property damage insurance in the amount of One Million Dollars (\$1,000,000.00) naming the City of Marlborough and its School Committee as an additional insured. Consultant shall also produce evidence of coverage of Worker's Compensation Insurance. Consultant will hold the City of Marlborough and its School Committee harmless from any liability associated with the acts of the insured, its employees, any sub-consultants and any others under its control. Any lack of insurance by Consultant's employees, any sub-consultants and any others under its control will not release Consultant from its responsibility to indemnify the City of Marlborough and its School Committee. All insurance policies shall include written notification of cancellation or restrictive amendment at least thirty days (30) prior to such action. Notice shall be made as hereinbefore provided.

Amendments: It is further agreed by the School Committee and Consultant that all amendments to this contract shall be in writing; shall comply with G.L. c.30B; and shall be signed by officials with authority to bind the Consultant and the School Committee.

Compliance with Bid Laws: If errors in the procurement, bidding or wage rate laws or regulations of the Commonwealth, whether said errors were made by the Consultant or the School Committee, are found to exist by any agency of the Commonwealth or by any court of competent jurisdiction, this contract shall become null and void, and the School Committee shall be not be responsible for payment of any fees, invoices, charges or other enumeration except as ordered by a court of competent jurisdiction.

Termination for Convenience The School Committee may terminate the Contract in whole or in part when the School Committee determines such termination to be in the best interests of the School Committee. Notice of the termination will be in writing and effective immediately upon its receipt by the Consultant or its authorized representative. In the event of termination under this paragraph, the Consultant shall be paid for those items delivered and accepted up to the date and time of termination. In no event shall the Consultant be entitled to recover any amount for loss of profits for items not delivered and accepted before the date and time of termination. Termination under this paragraph shall not relieve the Consultant of any liability to the School Committee, which it has under the Contract for damages sustained or costs incurred because of any breach of the Contract by the Consultant.

Termination for Default Subject to the provisions of the paragraph entitled "Force Majeure", if either party fails to fulfill its obligations under the Contract, the other may terminate the Contract in whole or in part. The School Committee's and the Consultant's right to terminate under this paragraph may be exercised if the defaulting party fails to cure such default within ten (10) days after receipt of written notice of such failure. Notice of the termination shall be in writing and will be effective immediately upon receipt. Termination of the Contract shall not relieve the Consultant of any liability to the School Committee under this Contract. The School Committee may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount for damages due the School Committee from the Consultant is determined. If the School Committee terminates the Contract for default it may acquire under the terms and in the manner, it considers appropriate, goods, equipment or supplies similar to those ordered. In such case, the Consultant will be liable to the School Committee for any excess costs of those items. The rights and remedies of the School Committee under this paragraph are in addition to any other rights and remedies provided by law or under the Contract.

Force Majeure. Neither party shall be responsible for delays in performance occasioned by unforeseeable causes beyond the control of and without the fault or negligence of either party. Such causes may include, but are not limited to, Acts of God or a public enemy, fires, flooding, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. In such circumstances, the party whose performance is affected shall promptly notify the other. Dates or times of performance will be extended to the extent of delays excused by this paragraph. Neither party will be liable to the other or be deemed to be in breach of the Contract for any delay in rendering performance arising out of any causes beyond its reasonable control and without its fault or negligence.

Fair Employment Practices The Consultant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Consultant agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Act of 1964; The Age Discrimination in Employment Act of 1967; The Americans with Disabilities Act of 1991; Massachusetts General Laws Chapter 151B Section 4 (and all relevant subsections); and all relevant Administrative Orders and Executive Orders (including Executive Order No. 227).

Assignment Prohibited: It is further agreed by the Consultant that it will not be permitted to assign or underlet the contract, not assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Chief Procurement Officer or Mayor.

Certifications: The undersigned Consultant certifies under penalty of perjury that the said undersigned is not presently debarred from entering into a public contract in the Commonwealth under the provision of section twenty-nine F of chapter 29, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder

Entire Agreement Clause: It is further agreed by the School Committee and Consultant that this contract and its attachments constitute the entire agreement between the School Committee and Consultant, and no other binding agreements exist.

Severability: And it is further agreed by the Consultant and the School Committee that the provisions of this contract are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions.

Agreement: Now, Therefore, this Contract Agreement witnesseth that the Consultant does hereby covenant and agree with the School Committee that the Consultant will faithfully perform all the work or services, and deliver all deliverables or reports required under the terms and conditions of this agreement, including those attached hereto

and incorporated herein; and the School Committee does hereby covenant and agree with the Consultant that the School Committee will pay to the Consultant such sums, when due and payable, under the terms of said specifications, instructions and award, and in faithful compliance with all obligations imposed thereupon, all sums due accordingly for the performance of the work or services.

Duration of Contract: It is agreed the duration of this contract shall be six (6) months from the date first written above unless extended by the School Committee. It is understood and agreed that any contractual obligation of the School Committee in years subsequent to the fiscal year in which this agreement is executed, including multi-year contracts, is contingent upon and subject to the availability of appropriated funds.

In Witness Whereof, the said Consultant, and the said School Committee, hereto set our hands and seals on the date first written above.

FOR THE CONSULTANT

FOR THE SCHOOL COMMITTEE

APPROVED AS TO FORM:

CHAIRMAN OF SCHOOL COMMITTEE:

CITY AUDITOR who certifies, pursuant to §31C of chapter 44 of the general laws that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof for the current fiscal year..

P.O. # _____

PROCUREMENT OFFICER who certifies that the services or supplies purchased or leased pursuant to this contract were, to the best of his belief and knowledge, procured pursuant to the general laws of the Commonwealth of Massachusetts.

Bid/Contract # 30B.05.13

Marlborough Public Schools

Superintendent Evaluation Manual Recommended by the

Evaluation Ad Hoc Committee

Jim Toohey, Chairman

Elaine Martel

Katie Robey

Performance Appraisal Process

1. The 2-part Evaluation Manual will be distributed to the Superintendent so he/she may conduct a self-evaluation.
2. A 2-part Evaluation Manual and copies of Superintendent's self evaluation will be distributed to all committee members. Each part of the manual will count for 50% of the individual member's measurement total.
3. Committee members complete a draft evaluation and pre-conference worksheet prior to meeting with superintendent for discussion.
4. Committee members complete final evaluation and submit evaluation instrument to vice-chair by assigned deadline (see calendar).
5. Vice-chair will distribute to Superintendent and committee members the tabulation of committee member's evaluation, will draft an evaluation summary based on the collective opinions of committee members, and will return the individual copies of evaluation by deadline (see calendar).
6. Committee votes to approve evaluation summary.
7. Evaluation summary will be read publicly.
8. Committee and Superintendent will analyze process and instrument and make pertinent corrections/improvements.
9. Committee and Superintendent will determine future goals.

Calendar

May 25, 2004 Committee receives Evaluation Tool.

June 8, 2004 Superintendent completes self-evaluation and distributes to committee. Committee members complete their draft evaluation prior to meeting with superintendent.

June 9-15, 2004 Superintendent begins one-on-one meetings with members.

June 16, 2004 Committee members give final evaluation to vice-chair for compilation.

June 22, 2004 Vice-chair reports out evaluation summary. Committee votes on summary. Vice-chair returns individual copies of evaluation to each member.

Name _____
Date of Evaluation _____
Appraisal Period: From _____ To _____

Pre-Conference Worksheet

1. What has the Superintendent done well?

2. What could the superintendent do better?

3. What could the committee do to help the superintendent?

4. What action do you recommend to improve the Superintendent's performance? (Professional Development Plan)

5. Suggestions for future goals.

Scoring Rubric for Part I:

Job Responsibilities

Use this rubric to determine your measurement for the job responsibilities on the following pages. Place a number from the rubric on the line beside each statement in Section A-E.

- 5. Exceptional
- 4. Exceeds expectations
- 3. Achieves all requirements in satisfactory manner.
- 2. Needs improvement
- 1. Unsatisfactory.

Scoring Rubric for Part II
Superintendent's Goals

Use this rubric to determine your measurement for the superintendent's goals on the following page. Place a check mark in the column beside each goal. Comments to back up a measurement should be placed in the contributing factor area.

3. Fully Met

2. Partially Met

1. Not Met

Name _____
Date of Evaluation _____
Appraisal Period: From _____ To _____

A. Relationship with the Committee

Measurement

1. Routinely keeps the committee informed of present status of buildings, programs, equipment and other pertinent information including progress and problems.

2. Offers professional advice to the committee on items requiring committee action, with appropriate recommendations and supporting information based on thorough study and analysis.

3. Facilitates the decision making process for the committee.

4. Follows up on all problems and issues brought to his/her attention:

5. Accepts his/her responsibility for maintaining liaison between committee and personnel working toward a high degree of understanding and respect between the committee and staff:

Please make optional narrative remarks on reverse side. Narrative is mandatory if measurement is a 2 or below.

Name _____
Date of Evaluation _____
Appraisal Period: From _____ To _____

B. Fiscal Management

Measurement

1. Submits an annual budget showing the needs of the organization of the ensuing fiscal year and provides sufficient information to justify expenditures. _____
2. Keeps informed on the needs of the organization including personnel, facilities, supplies and equipment. _____
3. Determines that funds are spent wisely and adequate control and accounting are maintained. _____
4. Suggests alternative solutions to address under funded needs which fall within Superintendent's annual budget. _____

Please make optional narrative remarks on reverse side. Narrative is mandatory if measurement is a 2 or below.

Name _____

Date of Evaluation _____

Appraisal Period: From _____ To _____

C. Community and Public Relations

Measurement

1. Keeps community informed about schools. _____

2. Represents the organization in a positive and professional manner. _____

3. Works effectively with town departments, business firms, organizations and the general public. _____

4. is an effective spokesperson for the organization _____

5. Develops friendly and cooperative relationships with the news media. _____

Please make optional narrative remarks on reverse side. Narrative is mandatory if measurement is a 2 or below.

Name _____

Date of Evaluation _____

Appraisal Period: From _____ To _____

D. Effective Leadership of Staff

Measurement

1. Hires and maintains competent staff. _____
2. Develops and executes sound personnel practices and procedures. _____
3. Maintains high staff productivity through fostering morale and cohesiveness among all employees. _____
4. Evaluates performance of staff, giving commendation for good work as well as constructive suggestions for improvement; encourages staff development to address deficiencies on performance. _____
5. Supervises operations, insisting on competent & efficient performance _____
6. Planning/organization: has ability to establish an appropriate course of action for self and/or others to accomplish a specific goal; delegates to subordinates effectively; makes appropriate use of resources. _____
7. Involvement: allocates serious continuing time to involvement with different organizational layers, mixes with employees, seeking information without disrupting the organization. "Has finger on the pulse" of the organization. _____

Please make optional narrative remarks on reverse side. Narrative is mandatory if measurement is a 2 or below.

Name _____

Date of Evaluation _____

Appraisal Period: From _____ To _____

E. Management/Professional Skill and Abilities	Measurement
---	--------------------

- | | |
|---|-------|
| 1. Effectively communicates: | |
| a. Oral communication skills | _____ |
| b. Written communication skills | _____ |
| 2. Proposes organizational goals prior to each fiscal year. | _____ |
| 3. Plans well in advance and adequately follows through on set plans. | _____ |
| 4. Integrity: maintains high standards of ethics, honesty and integrity in all personal and professional matters. | _____ |
| 5. Defends principle and conviction in the face of pressure and partisan influence. | _____ |
| 6. Maintains poise and emotional stability in the full range of his/her professional activities. | _____ |

Please make optional narrative remarks on reverse side. Narrative is mandatory if measurement is a 2 or below.

**MARLBOROUGH PUBLIC SCHOOLS
JOB DESCRIPTION**

JOB TITLE: Superintendent of Schools
BARGAINING UNIT: Non-Union
REPORTS TO: Marlborough School Committee

5/89

Qualifications

1. Certification

Candidates must meet the certification requirements of the Massachusetts Department of Education.

2. Education

a. Candidates must have an academic major in one of the common branches.

b. Candidates must present at least a Master's degree with specialization in educational administration.

3. Experience

a. Candidates must have a minimum of four years experience as a teacher.

b. Candidates must have a minimum of three years administrative experience as a Superintendent of Schools, or an Assistant Superintendent of Schools, or as a member of the school administration with decision making responsibilities, specifically Principals and for Department Heads.

4. Personal

Candidates must be in good health. The successful candidate must present the report of a complete date of application.

Job Goal: To provide leadership in developing and maintaining the best possible educational programs and services.

**Performance
Responsibilities**

1. Evaluates on a continuous basis the Effectiveness of administrative, supervisory, and instructional personnel.
2. Development of strong educational programs through curriculum, personnel administration and budget control.
3. Recommends highly qualified staff members who are dedicated to standards of excellence in education.
4. Continued interest in keeping current with education by continuing the educational process.
5. Attends and participates in all meetings of the committee except when own employment or salary is under consideration.
6. Advises the committee on the need for new and/or revised policies and sees that all policies of the committee are implemented.
7. Prepares the annual operating budget recommendations and implements the committee approved budget.
8. Prepares and submits to the committee, recommendations relative to all matters requiring committee action, placing before the committee such necessary and helpful facts, information, and reports as are needed to insure the making of informed decisions.
9. Informs and advises the committee about the programs, practices, and problems of the schools, and keeps the committee informed of the activities operating under the committee's authority.
10. Assigns and transfers employees as the interest of the district may dictate, and reports such action to the committee for information and record.
11. Reports to the committee the case of any employee whose service is unsatisfactory, and recommends appropriate action.
12. Holds such meetings of teachers and other employees as necessary for the discussion of matters concerning the improvement and welfare of the schools.
13. Keeps the public informed about modern educational practices, educational trends, and the policies, practices,

and problems in the district's schools.

14. Keeps informed of modern educational thought and practices by advanced study, by visiting school systems elsewhere, by attending educational conferences, and by other appropriate means, and keeps the committee informed of trends in education.
15. Submits to the committee a clear and detailed explanation of any proposed procedure which would involve either departure from established policy or the expenditure of substantial sums.
16. Prepares with the committee's attorney, and the School Committee, the committee's negotiating positions with respect to employee organizations.
17. Serves as representative of the School Committee in collective bargaining with the various employee organizations.
18. Coordinates the orderly administration of negotiated contracts with employee groups of the school district.
19. Performs such other tasks as may from time to time be assigned by the committee.

Terms of

Employment Twelve months a year. Salary to be arranged with School Committee.

Evaluation Performance of this job will be evaluated annually in accordance with provisions of the School Committee's policy on evaluation of the Superintendent.

Directions to City Hall, 140 Main Street

FROM POINTS NORTH:

190 SOUTH to 290 EAST to 495 SOUTH
495 SOUTH to Route 20 EAST (Exit 24A)
Follow Route 20 EAST around the lake which is on your right;
Go straight THROUGH three (3) sets of traffic lights;
City Hall is on your left approx. ¼ mile; take next left (Weed Street) for parking deck.

FROM POINTS SOUTH:

495 NORTH to Route 20 EAST (Exit 24A)
Follow Route 20 EAST around the lake which is on your right;
Follow Route 20 EAST around the lake which is on your right;
Go straight THROUGH three (3) sets of traffic lights;
City Hall is on your left approx. ¼ mile; take next left (Weed Street) for parking deck.

FROM POINTS EAST, INCLUDING BOSTON & ROUTE 128:

WEST on MASSPIKE (I-90) to 495 NORTH (Exit 11A)
495 NORTH to Route 20 EAST (Exit 24A)
Follow Route 20 EAST around the lake which is on your right;
Go straight THROUGH three (3) sets of traffic lights
City Hall is on your left approx. ¼ mile; take next left (Weed Street) for parking deck.

FROM POINTS WEST, INCLUDING WORCESTER:

MASSPIKE (I-90) EAST to 290 EAST
EAST on 290 to 495 SOUTH
495 SOUTH to Route 20 EAST (Exit 24A)
Follow Route 20 EAST around the lake which is on your right;
Go straight THROUGH three (3) sets of traffic lights
City Hall is on your left approx. ¼ mile; take next left (Weed Street) for parking deck.

City of Marlborough

MARLBOROUGH, MASSACHUSETTS 01752

EVALUATOR'S CHECKLIST

Consultant's Name :

REQUEST FOR PROPOSALS for: 30B.00.00...NAME OF SAME

MINIMUM EVALUATION CRITERIA

Any consultant failing to comply with **any** of the following criteria may be rejected:

(1) Must have the ability to provide the full Scope of Work in this Request For Proposals.

☐ YES ☐ NO

(2) Must have conducted a minimum of five (5) searches for school superintendents, at least two of which were in Massachusetts.

☐ YES ☐ NO

(3) Must provide a complete Plan of Services as required by this Request For Proposals.

☐ YES ☐ NO

Signed: _____ Date _____
(Name of Evaluator)

City of Marlborough
MARLBOROUGH, MASSACHUSETTS 01752
EVALUATOR'S RATING FORM

Consultant's Name: _____

REQUEST FOR PROPOSALS for: 30B.05.13: School Superintendent Search Consultant

COMPARATIVE EVALUATION CRITERIA

To be applied only to consultants earning a "YES" on the entire minimum evaluation criterion.

COMPARATIVE CRITERIA

Evaluate and rate all responsive and responsible proposals on the basis of the following comparative criteria. Rate consultants on the breadth and relevance of their experience and the demonstration of their understanding of the project. Based on the written proposals submitted, evaluate the proposals so we may select the proposal with the highest comparative rating, if submitted with an acceptable price proposal. **(CHECK ONE FOR EACH CRITERION)**

1. GENERAL EXPERIENCE:

☐ **HIGHLY ADVANTAGEOUS:** Consultant has at least ten (10) years of experience, and/or has conducted at least ten (10) searches for school superintendents, at least five (5) of which were placed in Massachusetts.

☐ **ADVANTAGEOUS:** Consultant has at least five (5) but less than ten (10) years of experience, and/or has conducted at least ten (5) but less than ten (10) searches for school superintendents, more than half of which were placed in Massachusetts.

REASONS : _____

2. SPECIFIC EXPERIENCE

☐ **HIGHLY ADVANTAGEOUS:** A majority of candidates placed by the Consultant have been successful, received above average reviews from the district and have completed at least the term of their first contract.

☐ **ADVANTAGEOUS:** Less than a majority of candidates placed by the Consultant have been successful, received above average reviews from the district and have completed at least the term of their first contract.

REASONS : _____

3. PLAN OF SERVICES

☐ **HIGHLY ADVANTAGEOUS:** Plan is highly defined and developed; strategy is exceptionally clear and focused; the narrative is easy to understand; the proposed means and methods to develop a meaningful profile and leadership criteria are exceptional and the time line presented is apparently realistic.

REASONS : _____

☐ **ADVANTAGEOUS:** Plan is well developed; strategy is clear; the narrative is understandable; the proposed means and methods to develop a meaningful profile and leadership criteria are acceptable and the time line presented is apparently realistic.

REASONS : _____

NOTE: Those who rate proposals for the School Committee can suggest changes in the "plan of services" which, if successfully negotiated with the consultant may increase the rating on a specific criterion or the composite rating.

SAMPLES

☐ **HIGHLY ADVANTAGEOUS:** The samples presented were exceptionally clear, well-written, and effective in achieving their purpose of establishing a meaningful profile and leadership criteria for a new superintendent.

REASONS : _____

☐ **ADVANTAGEOUS:** The samples presented were, well-written, but not as clear and effective in achieving their purpose of establishing a meaningful profile and leadership criteria for a new superintendent as those presented by a consultant rated highly advantageous.

REASONS : _____

COMMUNICATION SKILLS

☐ **HIGHLY ADVANTAGEOUS:** Consultants are judged to possess extraordinary communication skills and an exceptional ability to work with the Search Committee, district staff, other elected officials and parents, including the capacity to make diverse groups feel comfortable with and invested in the process.

REASONS : _____

☐ **ADVANTAGEOUS:** Consultants are judged to possess effective communication skills and an adequate ability to work with the Search Committee, district staff, other elected officials and parents, including at least a satisfactory level of capacity to make diverse groups feel comfortable with and invested in the process.

REASONS : _____



*City Of Marlborough
Office Of Procurement*

140 MAIN STREET
MARLBOROUGH, MASSACHUSETTS 01752
TEL. (508) 460-3771 ■ FACSIMILE (508) 460-3698 ■ TDD (508) 460-3610
EMAIL: LEGAL@CI.MARLBOROUGH.MA.US

Ronald G. Guest
CHIEF PROCUREMENT OFFICER

Beverley J. Sleeper
DEPUTY
PROCUREMENT OFFICER

File No. 2005.151

DATE

N
N
A
A

Subj:

Dear

This is to inform you that your firm has been awarded the contract for consulting services to assist the School Committee in a search for a new Superintendent of Schools for the price in your proposal of _____

This award is subject to the approval of the Mayor, the School Committee, the availability of sufficient funds as determined by the City Auditor and the submission to the Chief Procurement Officer of the documents listed below:

1. Five signed originals of the Contractual Agreement enclosed herein.
2. At least one original certificate of insurance in the amounts required by the bid documents. Liability policy must name the City of Marlborough as an additional insured

Please make all arrangements for the supply of these documents to Ronald G. Guest, Procurement Office, City of Marlborough, 140 Main St., Marlboro, MA 01752. **Have all documents sent to you and deliver to me in one package.**

Sincerely yours,

Ronald G. Guest

RGG/mw
cc:

xc: Mayor, Superintendent of Schools, School Committee

encl:

**TOWN OF BILLERICA
PURCHASING DEPARTMENT**

**CONTRACT
FOR THE
BILLERICA PUBLIC SCHOOLS**

**REQUEST FOR PROPOSALS:
CONSULTANT TO ASSIST
IN THE SEARCH
FOR A
SCHOOL SUPERINTENDENT**

RFP #12-106

SEPTEMBER, 2011

John Curran – Town Manager

REQUEST FOR PROPOSALS - #12-106
BILLERICA PUBLIC SCHOOLS
Consultant to Assist in the Search for a School Superintendent

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I. RFP Timeline and Decision to Use a Request for Proposals

Time Line

Release date:	September 13, 2011
Pre-proposal meeting:	September 26, 2011 @ 10:00 a.m. Collins Room, 2 nd floor, Billerica Town Hall
Questions must be received at the email address no later than	September 29, 2011 Email: suptsearch@billerica.k12.ma.us
Proposal submittal:	October 4, 2011 @ 10:00 a.m.

Decision to Use a Request for Proposals

The Town of Billerica is requesting proposals from qualified consulting firm to provide Executive Search Consultant Services for the position of Superintendent of Schools in accordance with the following proposal schedule and the attached specifications for the Billerica Public Schools. The *Chief Procurement Officer* has determined that in order to select the most advantageous proposal to search and select a new School Superintendent, comparative judgments of technical factors in addition to price will be necessary.

The Billerica School Committee's Evaluation Committee will evaluate each proposer's experience, proposed methodology for the search process, action plans and timelines, ability to communicate effectively, and past successes in meeting the needs of other district searches. After review of the Technical Proposals, the Evaluation Committee will schedule interviews with all Proposers who have been deemed "Advantageous" or higher. The successful proposer will be expected to develop and implement a search plan in accordance with the proposal requirements as further described herein.

II. Introduction

Billerica, Massachusetts is a town of over 40,000 in population, located twenty miles northwest of Boston and just south of Lowell. The Billerica Public Schools includes nine schools and is organized in an Elementary K-5, Middle School 6-8, and High School 9-12 arrangement with a current enrollment of 5,848 students for FY12. There are six elementary schools, with an average size of 439 students, two middle schools averaging 735 students, and one high school with 1,513 students. In addition, the Project Support preschool has 115 students. The pupil-teacher class size goals as established by the School Committee are: elementary schools at 18 students or below, middle schools at 22 students or below, and high school at 25 students or below. The system is governed by a Superintendent as well as a School Committee of five members elected at-large from the community for three-year terms.

The budget for FY12 is \$50,716,354, which is just over 40% of the overall Town budget. Insurance is a shared cost between the Town and the School Department, and is not included in the School Department budget. The FY10 expenditure per pupil, as reported to the Department of Elementary and Secondary Education, was \$12,006.

Overview

The School Committee expects the consultant or consulting firm to assist in working with a Search Committee consisting of approximately 11-13 stakeholder members to develop the overall approach and process for hiring a School Superintendent for the Billerica Public Schools. This process will allow voices in the staff and community to be heard on the most important issues facing education in Billerica and what qualifications for a Superintendent candidate will be needed to lead our district.

Billerica Public Schools is a high performing suburban system. The School Committee has recently completed an ambitious strategic planning process and is committed to working with a new Superintendent to act on the plan while meeting the future needs of Billerica's students.

Schedule

The Request for Proposals (RFP) will be available online at <http://www.billerica.k12.ma.us> or for pickup in the office of the *Interim Superintendent of Schools*, Billerica Town Hall, Room 215, 365 Boston Road, Billerica, MA 01821, (978)528-7918 after 10:00 a.m. on September 13, 2011.

Proposals shall be received until 10:00 a.m. on October 4, 2011 at the Office of the *Interim Superintendent of Schools*, Billerica Town Hall, Room 215, 365 Boston Road, Billerica, MA 01821. FAXED PROPOSALS ARE NOT ACCEPTABLE.

Interviews of qualified proposers will be scheduled during the weeks of October 17 through October 21, 2011. The award of this contract, if any, will be no later than 90 days after the deadline for the submission of proposals.

In accordance with the provisions of M.G.L. c. 30B, sec. 9, the Town of Billerica reserves the right to waive any informalities in any or all proposals, or to reject any or all proposals, if it be in the public interest to do so.

III. Scope of Work

The Billerica Public School District (BPS) seeks proposals from experienced executive search consultants to assist in recruiting applicants for the position of Superintendent of Schools, Billerica, Massachusetts. The successful Proposer will work with the Billerica School Committee to conduct a search for highly qualified candidates. The scope of work will include, but not be limited to, a process which identifies the following:

1. Review position requirements and interview, survey, and conduct focus groups to solicit opinions from various stakeholders with committee members, staff, parents, other elected or appointed Town officials, and members of the community to help the School and Superintendent Search Committee define the leadership needs of the school system.
2. The consultant will present its findings and recommendations in a written report to the School Committee. In addition to this search process and report, the Consultant will work with the School Committee and BPS Central Services staff to develop descriptive documents for prospective applicants.

3. Conduct networking and other search activities to generate a diverse pool of highly qualified prospective candidates, including candidates who may not have pursued a traditional Superintendent career track.
4. Assist the School and Search Committees in establishing selection criteria and in identifying and recruiting highly qualified applicants for a new Superintendent of Schools.
5. Assist the School and Search Committees to screen applicants, verify credentials, and check references.
6. Assist the School and Search Committees during the interview process.
7. Assist the School and Search Committees in the final selection process and consult during the contract negotiations with the candidate selected.
8. Continue to work on this assignment through the hiring of a Superintendent.

IV. Proposal Submission Requirements

- A. Failure to submit documents requested may result in the determination that a proposal is non responsive unless the Town deems such a failure to be a minor informality.
 1. Governing Law and Deadline for Submission: Technical proposals (**separate sealed envelope with one (1) original, one (1) copy and ten (10) CDs**) and Price Proposals (**separate sealed envelope of one (1) hard copy**) must be submitted in accordance with Massachusetts General Laws Chapter 30B, §6, to the *Interim Superintendent of Schools* of the Billerica Public Schools, Billerica Town Hall Room 215, 365 Boston Road, Billerica, MA 01821 NO LATER THAN **10:00 a.m., October 4, 2011**.
 2. A Pre-proposal conference will be held on **September 26, 2011 at 10:00 a.m.** at Town Hall, Collins Room, 365 Boston Road, Billerica, MA 01821.
 3. **Proposers must submit a proposal in the same order as this RFP with a Table of Contents showing which page each section can be found on. Each page of the proposal must contain a footer with the page number. The proposal must contain a section each for all the items in paragraph IV. B. items 1-8, MINIMUM CRITERIA, EVALUATION CRITERIA, as well as Attachments A & B. Be sure to include a Letter of Interest, Technical Proposal, examples of comparable projects, and resumes of key personnel. Documentation must be contained in each section to prove responsiveness to each requirement. Proposals without the required documentation for each section may be deemed unresponsive.**
 4. Technical and Price Proposals must be submitted in separate sealed envelopes and plainly marked as follows: Technical Proposal – “RFP #12-106 BPS Search for a School Superintendent, TECHNICAL PROPOSAL”, and the Price Proposal – “RFP #12-106 BPS Search for a School Superintendent, PRICE PROPOSAL” along with the name of the person or firm on both envelopes. If prices are included in the Technical Proposal, the proposal will be disqualified.
 5. There will be no public opening of proposals. The names and addresses of all parties submitting proposals will be recorded and the proposals will then be provided to the School and Search Committee members selected to evaluate them.

6. Questions: Inquiries involving procedural or technical matters shall be submitted in writing and received a minimum of 72 hours prior to proposal due date, and must be directed to: Bill Ryan, *Interim Superintendent of Schools* via email to: suptsearch@billerica.k12.ma.us or facsimile (978)528-7909.
 7. Examination of Documents: Each Proposer shall be satisfied as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Proposer shall be familiar with all RFP documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.
 8. Price Proposals shall remain in effect for a period of 90 calendar days from the date of proposal submittal or until it is formally withdrawn, a contract is executed, or this Request for Proposal is canceled, whichever occurs first.
- B. Technical Proposal must include the following information, in addition to the Minimum & Evaluation Criteria:
1. A Letter of Interest including company history.
 2. If the Proposer is a firm or a corporation, then the proposal should include an organizational chart indicating names and positions, current resumes, summaries of credentials and the number of years of experience providing executive search services for all consultants who will work with the School and Search Committees on this contract.
 3. The Proposer should identify the name of the “Lead Consultant” who will be the person assigned to work directly with the School and Search Committees. Note that the contract will require the same “Lead Consultant” to be assigned to this contract for the duration of the search process, through and including the hiring of a Superintendent.
 4. The Technical Proposal (not to exceed twenty (20) pages) must include a description of the Proposer’s approach to performing services outlines in the Scope of Services, including a description of their proposed candidate recruitment strategies and a “search process plan”, approach to assuring community involvement and input, and a timeline with milestones.
 5. Submit a list of communities and supporting documentation for which your company provided similar executive Superintendent search services in communities as described in this Request for Proposal (RFP) during the past five (5) years.
 6. References: A minimum of five (5) references of comparable executive search projects, including a one paragraph synopsis per reference, dates of service, client’s names, addresses, email addresses, and telephone numbers. These references must include at least one (1) reference from a school district with a minimum of five (5) schools and a minimum population of 3,000 attending students. The Town or School Department reserves the right to use itself as a reference.
 7. A signed Certificate of Non-Collusion, as well as a signed Certificate of Payment of Taxes to the Commonwealth of Massachusetts (“Tax Attestation Form”). Forms will be provided for both of these submissions.

A proposal may be rejected on the basis of one or more references reporting less than excellent past performance by the bidder and/or that experience does not meet the Minimum and Comparative Criteria Requirements.

V. Minimum Criteria

All proposals must have a section in their proposal labeled MINIMUM CRITERIA and must provide all necessary documentation as evidence that they meet each of the following minimum criteria in order to be considered for further evaluation:

1. The Proposer has included a minimum of three (3) examples of direct experience in conducting successful executive searches for School Superintendents and/or secondary and higher education administrators (public and private sector) and/or other public sector executive positions within the last five (5) years. At least one (1) of these examples must involve the successful search and hiring of a School Superintendent for a school district with a minimum of 5 schools and 3,000 attending students.
2. The Proposer has demonstrated national experience recruiting Superintendents or other similar leaders for school districts as documented by a history of positions successfully recruited over the past five (5) years. Successful accomplishment of the aforementioned criteria must be documented here by the provision of a list of school districts for which the positions in the system have been filled by recruited candidates.
3. The Proposer has provided evidence that they have a record of having managed a successful community component of a School Superintendent search process in two (2) client school districts.
4. The Proposer has demonstrated the capacity to generate the necessary advertisements, brochures, and other forms of candidate outreach as evidences by documented past experience and samples of advertisements, brochures, and recruitment strategies with this proposal.
5. The Proposer has provided documentation and a track record of assigning a Lead Consultant who continues throughout the entire project until a successful desired end result has been achieved as verified by providing a minimum of two (2) past executive search references confirming this.

VI. Comparative Criteria

All proposals must have a section in their proposal labeled COMPARATIVE CRITERIA and must provide all necessary documentation as evidence that they meet each of the following criteria. The evaluation of the Technical Proposals will be based on the “comparative criteria” described in this section. In accordance with applicable Massachusetts law, the following scale will be used to rate each evaluation criteria, as well as to determine a composite rating for each proposal:

“highly advantageous”

“advantageous”

“not advantageous”

1. Experience

Highly Advantageous: The Proposer must have a minimum of five (5) years experience in successful executive search and hiring processes and provide more than three (3) examples of successful executive search experience with public school systems, other educational institutions, and other non-profit organizations of similar size and demographics as Billerica.

Advantageous: The Proposer must have a minimum of five (5) years experience in successful search and hiring processes and provide three (3) examples of successful executive search experience with public school systems, other educational institutions, and other non-profit organizations.

Not Advantageous: The Proposer must have a minimum of five (5) years experience in successful executive search and hiring processes and provide fewer than three (3) examples of successful executive search experience with public school systems, other educational institutions, and other non-profit organizations.

2. Knowledge

Highly Advantageous: Provide more than three (3) examples of understanding how Massachusetts laws impact the role of the Superintendent, School Administrators, and the community at large.

Advantageous: Provide three (3) examples of understanding how Massachusetts laws impact the role of the Superintendent, School Administrators, and the community at large.

Not Advantageous: Provide fewer than three (3) examples of understanding how Massachusetts laws impact the role of the Superintendent and School Administrators.

3. Networking

Highly Advantageous: Provide more than three (3) examples of how utilizing established networks of professional education contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

Advantageous: Provide three (3) examples of how utilizing established networks of professional education contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

Not Advantageous: Provide fewer than three (3) examples of how utilizing established networks of professional education contacts will be used in the search process and recruitment process to attract a broad range of highly qualified candidates, including women and minorities.

4. Executive Search Process and Action Plans

Highly Advantageous: Provide more than three (3) examples of executive search and recruitment work showing how each planning model specifically met the needs of the particular entity with whom they were working with at least one (1) of these examples leading to the hiring of a School Superintendent.

Advantageous: Provide three (3) examples of executive search and recruitment work showing how each planning model specifically met the needs of the particular entity with whom they were working with at least one (1) of these examples leading to the hiring of a School Superintendent.

Not Advantageous: Provide fewer than three (3) examples of executive search and recruitment work showing how each planning model specifically met the needs of the particular entity with whom they were working with at least one (1) of these examples leading to the hiring of a School Superintendent.

5. Success in Preparing and Presenting

Highly Advantageous: More than three (3) examples of comparable projects showing a variety of formats, meeting the needs of the particular entity with whom they were working, in clear, coherent, comprehensible and attractive formats, including narrative and visual formats (narrative reports, graphics, computer presentations) for various stakeholder audiences.

Advantageous: Three (3) examples of comparable projects are presented in a clear, coherent, comprehensible and attractive format, including narrative and visual formats (narrative reports, graphics, computer presentations) for various stakeholder audiences.

Not Advantageous: Fewer than three (3) examples of comparable projects are presented in a clear, coherent, comprehensible and attractive format, including narrative and visual formats (narrative reports, graphics, computer presentations) for various stakeholder audiences.

6. Success in Organizing and Facilitating

Highly Advantageous: Provide more than three (3) project examples where the proposed Lead Consultant/Key Personnel, for this Billerica School Superintendent Search, organized, trained, facilitated, and communicated among members of working groups as part of an executive search process experiencing successful results with one(1) of these examples leading to the hiring of a School Superintendent.

Advantageous: Provide three (3) project examples where the proposed Lead Consultant/Key Personnel, for this Billerica School Superintendent Search, organized, trained, facilitated, and communicated among members of working groups as part of an executive search process experiencing successful results with one(1) of these examples leading to the hiring of a School Superintendent.

Not Advantageous: Provide fewer than three (3) project examples where the proposed Lead Consultant/Key Personnel, for this Billerica School Superintendent Search, organized, trained, facilitated, and communicated among members of working groups

as part of an executive search process experiencing successful results with one(1) of these examples leading to the hiring of a School Superintendent.

7. References*

Highly Advantageous: All five (5) references were satisfied and stated that all tasks were completed within the time frame required.

Advantageous: All five (5) references were satisfied and stated that all tasks were completed but not within the time frames required.

Not Advantageous: All five (5) references were satisfied with the end results, but project was not completed in a timely manner or references were not satisfied with the end results, but project was completed on time.

* One member of the Evaluation Committee will check references of all Proposers who are ranked advantageous or higher and will be asking the same questions of each reference. The Committee member who checks the references will prepare a report for the remaining evaluators.

8. Interviews*

Highly Advantageous: Lead Consultant for this project was present, clearly stated a plan of action, demonstrated excellent communication skills, presented other personnel with experience and skills who will be assigned for the duration of this project and successfully responded to all questions from the Evaluation Committee.

Advantageous: Lead Consultant for this project was present, outlined a plan of action, demonstrated excellent communication skills, presented other personnel with experience and skills who will be assigned for the duration of this project and successfully responded to most of the questions from the Evaluation Committee.

Not Advantageous: Lead Consultant for this project was present but did not present a plan of action, or was unable to communicate effectively, or presented other personnel who did not have the experience and skills to work on this project and/or would not be assigned for the duration of this project or did not successfully respond to questions from the Evaluation Committee.

* The Evaluation Committee will schedule interviews with all Proposers who have an evaluation rating of Advantageous or higher.

Evaluation of Proposals

The Technical Proposals will be opened and evaluated by the School Committee's Evaluation Committee who will rate the proposals. All proposals ranked advantageous or higher will be finalists to be interviewed. The interviews will be conducted by a subcommittee comprising of both BPS Central Services Staff and School Committee members. Upon review and approval of Technical evaluations the Price Proposals will be opened and evaluated by the *Interim Superintendent of Schools*.

VII. Award of Contract

The contract will be awarded to that Proposer deemed by the Evaluation Committee and the *Chief Procurement Officer* to have submitted the most advantageous proposal taking into consideration all of the listed minimum and comparative criteria in addition to the Price Proposals. In accordance with the provisions of M.G.L. c. 30B, sec. 9, the Town of Billerica reserves the right to waive any informalities in any or all proposals, or to reject any or all proposals, if it be in the public interest to do so.

VIII. Term of the Contract

It is anticipated that work under this contract shall begin approximately November 7, 2011 and shall be completed by June 30, 2012.

END OF SECTION

ATTACHMENT – A

(To be submitted with your TECHNICAL PROPOSAL)

Billerica Public Schools

Purchasing Department

RFP #12-106

Consultant to Assist in the Search for a School Superintendent

Proposer acknowledges the following Addendum _____, _____, _____,

- **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, Committee/Superintendent club, or other organization, entity, or group or individuals.

Name of person signing bid or proposal

Name of Business Entity (if any)

ATTACHMENT – B

(To be submitted with your TECHNICAL PROPOSAL)

Billerica Public Schools

Purchasing Department

RFP #12-106

Consultant to Assist in the Search for a School Superintendent

ATTESTATION

Pursuant to MG c.62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
Or Corporate Contractor (Mandatory)

***Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
Mandatory, if applicable)

Date: _____

- * The provision in the Attestation relating to child support applies only when the Contractor is an individual
- ** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.
- *** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

Price Proposal

(To be submitted in a separate sealed envelope marked as below)

Billerica Public Schools

Purchasing Department

RFP #12-106

Consultant to Assist in the Search for a School Superintendent

The price proposal (one original copy) must be submitted without “conditions or exceptions” and must be submitted under separate cover and in a sealed envelope.

The price proposal set forth in this proposal shall constitute full and complete compensation for the services to be provided by the Consultant/Firm. There shall be no reimbursement for out-of-pocket expenses incurred by the Consultant in connection with the performance of services. Any exceptions may result in proposal rejection.

Price proposal for School Superintendent Search:

\$_____ per hour x _____ hrs. = \$_____ Total Fixed Fee

Total Contract Price in words: _____

Signature: _____ Title: _____

Company: _____ Tel: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip: _____ Email: _____

	A	B	C	D	E	F	G	H	I
1	Key school committee roles are in green .								
2	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5
3	Leadership Profile Development		Candidate Recruitment		Candidate Screening		Committee Evaluation of Finalists		Appointment
4	Identify success factors, major issues, expectations		Advertise vacancy		screen candidates against selection criteria		Committee in preparation for finalist stage and schedule interviews		Select next Superintendent and announce appointment
5	Develop job descriptions		Coordinate nominations and applications		identify semi-finalist candidates		Conduct reference checks on finalists		Inform other finalists
6	Approve leadership profile		Build candidate files		Inform successful candidates and schedule interviews		Assist Committee in preparation for site visits and final interviews		Assist School Committee in contract preparation
7	Conduct focus groups		Conduct reference checks on applicants		Deliver successful candidates to School Committee		Conduct site visits		Negotiate contract and announce agreement
8	Report to School Committee				Inform unsuccessful candidates		Conduct final interviews		Close search and process materials
9	Approve selection Criteria				Provide orientation and assist search committee				Assist with transition to new leadership
10	Compile salary and benefit data				Select finalists				
11	Prepare publicity materials								



Town of Arlington, Massachusetts

Discussion: Expectations of potential superintendent search consultant

ATTACHMENTS:

Type

File Name

Description



Town of Arlington, Massachusetts

Future Agenda items



Town of Arlington, Massachusetts

Adjournment



Town of Arlington, Massachusetts

Submitted by Paul Schchlichtman, Chair